

23CVH 002772

23-03328-0

2023 MAR -6 PM 3:06

IN CLEVELAND MUNICIPAL COURT - HOUSING DIVISION  
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND  
601 Lakeside Avenue  
Cleveland, Ohio 44113

Plaintiff,

v.

SHAKER HEIGHTS APARTMENTS  
OWNER, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Common Way, Suite 125  
Columbus, Ohio 43219

-and-

SHAKER HEIGHTS MEMBER, LLC  
1209 Orange Street  
Wilmington, Delaware 19801

-and-

MICHAEL CHETRIT  
512 7th Avenue, 16th Floor  
New York, New York 10018

-and-

METROPOLITAN COMMERCIAL BANK  
99 Park Avenue  
New York, New York, 10018

-and-

DANIELLE HOLIFIELD AKA  
DANIELLE NICKERSON  
20710 Chagrin Blvd.  
Shaker Heights, Ohio 44122

-and-

CASE NO. \_\_\_\_\_

JUDGE: W. MONÁ SCOTT

**COMPLAINT FOR PUBLIC  
NUISANCE ABATEMENT,  
INJUNCTIVE RELIEF, &  
RECEIVERSHIP (R.C. §3767.41)**

Property: 12500-12600 Shaker Blvd.  
Cleveland, Ohio 44120

PPNs: 129-01-001 & 129-12-010

Property: 12701 Shaker Blvd.  
Cleveland, Ohio 44120

PPN: 129-12-009

CLERK'S OFFICE: H1N

TRO

E&M MANAGEMENT, LLC  
6200 Biltmore Avenue  
Baltimore, MD 21215

-and-

ELI WEISS AKA ELIEZER WEISS  
of E&M Management, LLC  
1402 Avenue K  
Apt. 2P  
Brooklyn, N.Y. 11230

-and-

MORDECAI WEISS AKA MORTY WEISS  
of E&M Management, LLC  
734 W. 68<sup>th</sup> Street  
Shreveport, LA 71106

-and-

YAACOV AMAR  
c/o First Choice Investments LLC  
420 Madison Avenue, Suite 1001  
New York, NY 10017

-and-

NEW YORK COMMUNITY BANK  
Attn: Loan Servicing  
LN#290718140  
NYCB Plaza  
102 Duffy Avenue, 3<sup>rd</sup> Floor  
Hicksville, NY 11801

-and-

MARBELLE INDUSTRIES, INC.  
B&H COIN LAUNDRY SERVICE  
Attn: Tamara J. Hrynik  
21639 Miles Road #4  
Cleveland, Ohio 44128

-and-



BRENT DELEWSKI  
6700 Queens Way  
North Royalton, Ohio 44133

-and-

K KERN PAINTING, LLC  
211 N. Reynolds Road  
Toledo, Ohio 43615

-and-

K KERN PAINTING, LLC  
c/o Kenzy A. Kern, Statutory Agent  
T-839 County Road 15B  
Napolean, Ohio 43545

-and-

AAA STAFFING, LLC  
21366 Provincial Boulevard  
Katy, Texas 77450

-and-

CUYAHOGA COUNTY TREASURER  
2079 East 9th Street  
Cleveland, Ohio 44115

-and-

STATE OF OHIO  
DEPARTMENT OF TAXATION  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

-and-

ATTORNEY GENERAL OF )  
THE STATE OF OHIO )  
30 East Broad Street, 22nd Floor )  
Columbus, Ohio 43215 )  
)  
-and- )  
)  
OHIO BUREAU OF WORKERS )  
COMPENSATION )  
30 West Spring Street )  
Columbus, Ohio 43215 )  
)  
-and- )  
)  
OHIO DEPARTMENT OF JOB & FAMILY )  
SERVICES )  
30 East Broad Street, 22<sup>nd</sup> Floor )  
Columbus, Ohio 43215 )  
)  
-and- )  
)  
UNITED STATES TREASURY DEPARTMENT )  
INTERNAL REVENUE SERVICE )  
1111 Constitution Avenue, NW )  
Washington, D.C., 20224 )  
)  
-and- )  
)  
OFFICE OF UNITED STATES ATTORNEY )  
801 West Superior Avenue, Suite 400 )  
Cleveland, Ohio 44113 )  
)

Defendants.

NOW comes Plaintiff, City of Cleveland, Ohio, by and through counsel undersigned, and alleges before this Honorable Court the following as its Complaint:

**SCOPE OF ACTION, STANDING, JURISDICTION, & VENUE**

1. This complaint concerns enforcement of Chapters 715 and 3767 of the Ohio Revised Code (hereinafter “R.C.”) as well as the enforcement of Title IX: Housing Code and

Title XIII: Building Code of the Codified Ordinances (hereafter “C.O.”) of the City of Cleveland.

2. Plaintiff, a municipal corporation organized pursuant to the Constitution and laws of the State of Ohio as well as the Charter, ordinances, and codes of the City of Cleveland, has standing pursuant to R.C. § 3767.41(B)(1)(a); § 715.26; and § 715.30 as well as C.O. § 367.14; § 3103.11; and § 3103.09(h) to enforce and otherwise prevent violations of duly enacted housing and building ordinances within its municipal boundaries. Plaintiff is further authorized by R.C. § 715.261, C.O. § 3103.09(k), and § 367.08 to seek recovery of any and all costs related to this action against any owner of such owner of any building or structure in violation of applicable City Ordinances and State Law.

3. The real properties subject to this action, 12500-12600 & 12701 Shaker Boulevard, Cleveland, Ohio 44120, having permanent parcel numbers 129-01-001 & 129-12-010 and 129-12-009, respectively, are multifamily residential structures within the meaning of R.C. 3767.41(A)(1) (hereafter when taken together, the “Premises”).

4. This Court has jurisdiction over the Defendants and power to adjudicate this action pursuant to R.C. §§ 1901.131 and 1901.181 as the subject of this complaint is real property located within the jurisdiction of the Housing Division of Cleveland Municipal Court and such Court has exclusive jurisdiction over cases brought pursuant to R.C. § 3767.41 within its jurisdiction.

5. This Court is the proper venue for this action pursuant to Ohio Civil Rule 3(B)(5) since the subject of the complaint is real property located in the City of Cleveland and within Cuyahoga County, Ohio.



**PARTIES**

6. Plaintiff incorporates the preceding paragraphs 1 through 5 as if fully rewritten herein.

7. Plaintiff is a municipal corporation organized under the Constitution and laws of the State of Ohio as well as the Charter, ordinances, and codes of the City of Cleveland Ohio, and pursuant to State law and local Ordinance, has the power to enforce all relevant codes and ordinances affecting the maintenance and operation of structures within its municipal boundaries, which includes the Premises, and is empowered by law to seek recovery of any and all costs related to such enforcement.

8. Defendant, Shaker Heights Apartments Owner, LLC, is a foreign limited liability company registered with the Ohio Secretary of State and formed in the State of Delaware; and is the titled owner of the Premises together with the lots upon which the Premises sit by virtue of a limited warranty deed recorded with the Cuyahoga County Recorder's Office bearing AFN#: 202201110533 (See Plaintiff's Exhibit "A" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j) and the definition of both "operator" and "owner" under § 363.11 and § 363.12, respectively.

9. Defendant, Shaker Heights Member, LLC, is a foreign limited liability company not registered with the Ohio Secretary of State and formed in the State of Delaware; and upon information and belief is the principal and controlling Member of Defendant, Shaker Heights Apartments Owner, LLC. Upon information and belief such interest meets the definition of "owner" pursuant to C.O § 3101.05(j) and the definition of both "operator" and "owner" under § 363.11 and § 363.12, respectively.



10. Defendant, Michael Chetrit, is an individual and resident of the State of New York serving as authorized Signatory for both Defendants Shaker Heights Apartments Owner, LLC and Shaker Heights Member, LLC; and upon information and belief is the party with ultimate decision-making authority and control over both Defendant limited liability companies named above. Upon information and belief such interest meets the definition of “owner” pursuant to C.O § 3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

11. Defendant, Danielle Nickerson a.k.a. Danielle Holifield, is an individual and resident of the State of Ohio and upon information and belief serves as leasing agent and property manager for the Premises as an agent on behalf of Defendant Shaker Heights Apartments Owner, LLC. Such interest meets the definition of “owner” pursuant to C.O § 3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

12. Defendant E&M Management, LLC is a Limited Liability Company with the State of Louisiana, not in good standing and not registered with the State of Ohio. Defendant E&M Management, LLC is an entity identified as the Management Company for the Premises at public meetings whose business card and website [www.eandmmgmt.com](http://www.eandmmgmt.com) list no mailing address. Upon information and belief, Defendant E&M Management, LLC meets the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

13. Defendant Eli Weiss, aka Eliezer Weiss, is identified on his business card as a “Founder and Manager” of E&M Management, LLC with a phone number of 201-753-6123 and an e-mail address of [ew@eandmmgmt.com](mailto:ew@eandmmgmt.com), and has been identified in public meetings as

the representative of the management company for the Premises. His business card and his company website do not list a mailing address. Upon information and belief Eli Weiss, aka Eliezer Weiss meets the definition of “owner” under C.O. §3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

14. Defendant Mordecai Weiss, aka Morty Weiss is identified on his business card as a “Founder and Manager” of E&M Management, LLC with a phone number of 443-500-0524 and an e-mail address of [mw@eandmmgmt.com](mailto:mw@eandmmgmt.com), and has been identified in public meetings as the representative of the management company for the Premises. His business card and his company website do not list a mailing address. Upon information and belief Mordecai Weiss, aka Morty Weiss meets the definition of “owner” under C.O. §3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

15. Defendant Yaacov Amar is a “co-owner” of the Premises based upon his statements to public officials and at public meetings. Such interest meets the definition of “owner” under C.O. §3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

16. Defendant New York Community Bank is a mortgagee by virtue of a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 1, 2019 and filed in Cuyahoga County Office of the Fiscal Officer as AFN # 201911040290 and as the Secured Party on UCC Financing Statement filed in Cuyahoga County Records as AFN# 201911049004, which could be adversely affected by this action. (See Plaintiff’s Exhibit “B, Preliminary Judicial Report” attached). Such interest meets the definition of “owner” pursuant to C.O § 3101.05(j).



17. Defendant Marbelle Industries, Inc. is an Ohio Corporation which has the registered Trade Name B&H Coin Laundry Service and which may have a leasehold interest in the Premises by virtue of a lease recorded on May 24, 1991 in Cuyahoga County Records Vol. 91-3015, Pg. 13, which could be adversely affected by this action. (See Plaintiff's Exhibit "B" attached) pursuant to C.O. §3101.05(j). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

18. Defendant, Metropolitan Commercial Bank, holds a mortgage interest in the Premises, as filed with the Cuyahoga County Recorder's Office and bearing AFN# 202201110534 and Assignment of Leases and Rents bearing AFN# 202201110535, which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

19. Defendant, Brent Delewski, is an individual and resident of the State of Ohio having an interest in the Premises by virtue of a Mechanic's Lien filed with the Cuyahoga County Recorder's Office, bearing AFN#: 20221123000014 which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

20. Defendant, K. Kern Painting, LLC, is a domestic limited liability organized under the laws of the State of Ohio having an interest in the Premises by virtue of a Mechanic's Lien filed with the Cuyahoga County Recorder's Office, bearing AFN#: 20221230000136 which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

21. Defendant, AAA Staffing, LLC is a foreign limited liability company organized under the laws of Texas having an interest in the Premises by virtue of a Mechanic's Lien filed with the Cuyahoga County Recorder's Office, bearing AFN# 20230105000008 which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

22. Defendant, Cuyahoga County Treasurer has an interest in the Premises by virtue of property taxes due and owing for the Premises in the amounts of *Forty-Four Thousand Two Hundred Thirty-Eight Dollars and Twenty-Seven Cents (\$44,238.27)* as against 12500-12600 Shaker Blvd. and *Fifty-Eight Thousand One Hundred Seventy-Five Dollars and Thirty Four Cents (\$58,175.34)* as against 12701 Shaker Blvd., which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached).

23. Upon information and belief, Defendant, State of Ohio – Department of Taxation, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

24. Upon information and belief, Defendant, State of Ohio – Bureau of Worker's Compensation, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

25. Upon information and belief, Defendant, State of Ohio – Ohio Department of Jobs and Family Services, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.



26. Upon information and belief, Defendant, United States Treasury Department – Internal Revenue Service, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

27. Upon information and belief, Defendant, Office of United States Attorney, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

### **FACTS**

28. Plaintiff incorporates the preceding paragraphs 1 through 27 as if fully rewritten herein.

29. Defendant Shaker Heights Apartments Owner, LLC has been the owner of record at the Premises since January 11<sup>th</sup>, 2022 to the present; and controls such property by and through Defendant Shaker Heights Member, LLC under the ultimate direction and authority of Defendant Michael Chetrit.

30. Defendant Danielle Nickerson a.k.a. Danielle Holifield has served as leasing agent and property manager over the Premises since December 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

31. Defendant E&M Real Management, LLC has served as leasing agent and property manager over the Premises since the summer of 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

32. Defendant Eli Weiss, aka Eliezer Weiss has served as leasing agent and property manager over the Premises since the summer of 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

33. Defendant Mordecai Weiss, aka Morty Weiss has served as leasing agent and property manager over the Premises since the summer of 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

34. Defendant Yaacov Amar has served as “co-owner” and property manager over the Premises since January 11, 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

35. Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; Michael Chetrit; Danielle Nickerson aka Danielle Holyfield; E & M Real Estate Management, LLC; Eli Weiss, aka Eliezer Weiss; Mordecai Weiss, aka Morty Weiss; and Yaacov Amar taken together, constitute the Parties in Control of the Premises (hereafter “Parties in Control”).

36. The Parties in Control stated publicly they performed no due diligence of the Premises prior to purchasing it, and upon assuming ownership and operation over the Premises, increased rents and fees for tenants, such that upon information and belief the average estimated monthly rent roll for each of the three structures constituting the Premises meets or exceeds a gross revenue of *One Hundred Fifty Thousand Dollars and zero cents (\$150,000.00)* per month.

37. The Parties in Control, upon assuming ownership and management over the Premises, have an obligation to pay property taxes levied on the Premises in a combined amount of *One Hundred Two Thousand Four Hundred Thirteen Dollars and Sixty One Cents (\$102,413.61)*.

38. The Parties in Control, upon assuming ownership and management over the Premises, upon information and belief from public meetings, have failed to pay water, sewer and electric utilities invoiced to the Owner and which may be assessed against the Premises in a combined amount in excess of *One Hundred Thousand Dollars and zero cents (\$100,000.00)*.

39. Beginning on March 28<sup>th</sup>, 2022, Plaintiff, by and through its Department of Building and Housing, gave notice to Defendant, Shaker Heights Apartments Owner LLC pursuant to Violation Notice: V22007854 that the portion of the Premises located at 12500-12600 Shaker Blvd. contained no less than Seventy (70) violations of Cleveland's Title IX: Housing Code and Title XIII: Building Code, with full voluntary compliance to be achieved no later than April 1<sup>st</sup>, 2022 (see Plaintiff's Exhibit "C" attached).

40. The Parties in Control, since assuming ownership and management over the 12600 Shaker Boulevard, Cleveland, Ohio 44120, have failed to provide the minimum amount of heat required by CCO §371.11 to multiple units, have failed to maintain hallways and common areas in clean and sanitary manner in violation of CCO § 347.08(a), have allowed the building to become infested with roaches, fleas, ants, termites and/or rodents in violation of § 369.17. Since the time the Parties in Control took ownership and responsibility over the Premises, an additional Twenty-eight (28) violations of Cleveland Title IX: Housing Code and



Title XIII: Building Code have been identified with notice given to Defendant, Shaker Heights Apartments Owner LLC pursuant to the following Violation Notice: V22026164; with voluntary compliance to be achieved no later than November 30<sup>th</sup>, 2022. (See Plaintiff's Exhibit "D" attached and Plaintiff's Exhibit "F" attached, Affidavit of Inspector Dario Turic).

41. The Parties in Control, since assuming ownership and management over the 12600 Shaker Boulevard, Apt. 405 Cleveland, Ohio 44120, have failed to provide the minimum amount of heat required by CCO §371.11 to Apt. 405, have failed to provide a letter from a registered heating contractor certifying the entire heating system. Since the time the Parties in Control took ownership and responsibility over the Premises, an additional Nine (9) violations of Cleveland Title IX: Housing Code and Title XIII: Building Code have been identified with notice given to Defendant, Shaker Heights Apartments Owner LLC pursuant to the following Violation Notice V23001138; with voluntary compliance to be achieved no later than February 19<sup>th</sup>, 2023. (See Plaintiff's Exhibit "E" attached and Plaintiff's Exhibit "G" attached, Affidavit of Inspector Rebecca Hartman).

42. In total, including the violation notices issued above and including currently open complaints for inspection, current inspections underway, there exist at the Premises no less than One Hundred and Seven (107 violations of Cleveland's Title IX: Housing Code and Title XIII: Building Code).

43. Current tenants at the Premises indicate emergency issues of repair that include a regular and continuing lack of heat at 12701 Shaker Boulevard during winter months, serious and sustained plumbing issues causing further water damage to walls and ceilings and creating mold; buckling kitchen countertop; no kitchen cabinets; large holes in bathroom; lack of



handicapped accessibility; non-operable exit lights; improper and absent fire suppression systems and inoperable smoke alarms; functionally inadequate common areas; elevators frequently out of service and lack current certificates for operation; and the use of unlicensed, unpermitted repairs and maintenance undertaken by unidentifiable, nameless individuals who refuse to provide any credential or identification and whose repair work is of sub-standard quality and of a temporary remedial nature. (See Plaintiff's Exhibits "H," "I," and "J, and "K" attached).

44. Current tenants at the Premises indicate emergency issues of repair that include a lack of heat at 12500 Shaker Boulevard during winter months, serious and sustained plumbing issues causing further water damage to walls and ceilings, daily flooding in the laundry room, creating mold; water damage to carpet,; leaking sinks; flooding of apartments; broken windows; the lock on the front entrance is broken and the side door bar is broken also, making the builidning unsafe and open to homeless people and criminals to enter the building and to occupy the vacacnt aptarmens which are left unlocked by management, management making deceptive changes to rent and lease terms; lack of handicapped accessibility; non-operable exit lights; improper and absent fire suppression systems and inoperable smoke alarms; functionally inadequate common areas; elevators frequently out of service and lack current certificates for operation; and the use of unlicensed, unpermitted repairs and maintenance undertaken by unidentifiable, nameless individuals who refuse to provide any credential or identification and whose repair work is of sub-standard quality and of a temporary remedial nature. (See Plaintiff's Exhibits "L," "M," and "N," and "O" attached and Plaintiff's Exhibit "T," Photographs of the Premises condition).

45. At the present time and since the Violation Notices were issued, and numerous tenant complaints, despite reasonable efforts at code enforcement through the administrative citation process and judicial and administrative proceedings after more than sixty (60) days, the Premises remains in violation of State law and City Building, Housing, Health, and Safety codes.

46. Given the lack of corrective action taken by the Parties in Control over the Premises, the frequent change in management companies and individuals, the lack of heat, the failure to address even routine trash and garbage removal, there are reasonable grounds to believe that additional violations of applicable law will occur at the Premises.

47. Defendants negligent management of the Properties is demonstrated by the lack of security as shown by the over fifty (50) police reports for assaults, threats, person threatening with weapon, shots fired, disturbances, grand theft motor vehicle, property crimes, prowlers, felony assaults and arrests, between the time period of January 12, 2022 and September 21, 2022. See Plaintiff's Exhibits "P," "Q," "R," and "S".

48. Defendants have neglected to repair or make operable the camera security system in the apartment buildings and parking areas.

49. Defendants have failed to maintain fire extinguishers in the apartment buildings, many of which are missing and the few remaining have expired inspection tags.

#### **CLAIM FOR RELIEF**

50. Plaintiff incorporates the preceding paragraphs 1 through 49 as if fully rewritten herein.

51. The Parties in Control, as owners and operators over the Premises as defined

by applicable City Ordinance, knew or should have known through minimal due diligence of the extensive violations at the Premises based upon available public records at the time of purchase of the Premises.

52. The Premises, in its present state, fails to comply with the following provisions of the City's Building, Housing, Health, and Safety Codes:

§ 3131.04(A)

§ 3131.09(A)

§ 3131.09(1)

§ 3131.09(3)

§ 3101.1

§3131.09(B)

§3131.1

§ 3109.09

§ 369.13

§ 369.16(A)]:

§ 369.13

§ 3101.10(a)

§ 3101.10(d)

§ 392.02(a),

§ 369.07

§ 392.02(a),

§ 369.16(A)



§ 369.13(B)

§ 371.10(b)

§ 3137.12I(9)

§ 371.10(a)

§ 369.12]

§ 371.07(a)

§ 347.08(a)

§ 369.17

§ 371.11

53. By reason of the foregoing, the Premises, in its present state, constitutes a public nuisance as defined by City Ordinance § 3103.09(b) and/or R.C. §3767.41(A)(2).

54. Defendants constituting the Parties in Control, by virtue of their combined interests in the Premises, have a duty to abate the nuisance conditions present and bring the Premises into compliance with City ordinance and State law.

### **JUDGMENT AND RELIEF DEMANDED**

WHEREFORE, Plaintiff demands judgment as follows:

#### **Code Violations**

55. Plaintiff incorporates the preceding paragraphs 1 through 54 as if fully rewritten herein.

56. A determination by this Honorable Court that the Premises is in violation of Titles IX and XIII of the Cleveland Codified Ordinances.

57. An injunction from this Honorable Court issued pursuant to C.O. § 3103.11



ordering the current Parties in Control of the Premises and any successor(s) in interest or title to forthwith bring the Premises into compliance with all applicable provisions of the Cleveland Codified Ordinances and/or Ohio Revised Code concerning the erection, alteration, maintenance, and/or repair of residential structures.

58. A further injunction issued pursuant to C.O. § 3103.11 preliminarily and permanently enjoining the current Parties in Control of the Premises and any successor(s) in interest or title from further violating any and all applicable provisions of the City of Cleveland Codified Ordinances and/or Ohio Revised Code concerning the erection, alteration, maintenance, and/or repair of residential structures.

#### **Public Nuisance**

59. Plaintiff incorporates the preceding paragraphs 1 through 58 as if fully rewritten herein.

60. A determination that the Premises constitutes and be declared a public nuisance as defined by City Ordinance § 3103.09(b) and/or R.C. §3767.41(A)(2).

61. An order preliminarily and permanently enjoining the Defendant Owner and any successor(s) in interest or title from maintaining a public nuisance at the Premises.

62. An order preliminarily and permanently enjoining the Defendant Owner from maintaining any other property owned by them or any successor(s) in interest or title as a public nuisance within the territorial and jurisdictional limits of The City of Cleveland, Cuyahoga County, State of Ohio.

#### **Abatement Necessary**

63. Plaintiff incorporates the preceding paragraphs 1 through 62 as if fully rewritten

herein.

64. An order authorizing Plaintiff, Plaintiff's agent as defined by R.C. 715.261I, and/or Plaintiff's contractor to enter onto the Premises and perform abatement activity pursuant to R.C. §715.26 and/or 715.261;C.O. § 3103.09(h); and C.O. § 367.14 including, but not limited to, rehabilitation to code standards, demolishing any and all structures located on the Premises, or any other action required to bring and keep the Premises in fit and habitable condition.

65. Authorize Plaintiff, and/or its agent pursuant to §715.261(E), to recover any and all costs of abatement activity pursuant to City ordinance §3103.09(k) and or R.C. 715.261(B) including, but not limited to: a) certifying the abatement costs incurred to the county auditor for placement as a charge upon the Premises' tax bill; b) commencing a civil action for cost recovery; and c) filing a lien upon the Premises and pursuing a foreclosure action for a minimum bid equal to the sum of the taxes, penalties, interest, costs, assessments, total cost of abatement activity and any associated court costs and interest, including attorney fees, title searches, administrative cost, inspection cost, cost of discovery, expert witness fees, and court costs.

#### **Receivership**

66. Plaintiff incorporates the preceding paragraphs 1 through 65 as if fully rewritten herein.

67. Appoint a receiver pursuant to R. C. §2735.01 and/or §3767.41(C)(3). Authorize said receiver to do any and all acts as the Court deems necessary pursuant to R.C. §2735.04 and/or §3767.41 including, but not limited to: a) repairing or renovating any and all

structures on the Premises to code standards; b) demolishing any and all structures on the Premises; and c) selling the Premises free and clear of any and all liens.

68. Tax as court costs, or otherwise treat as an administrative expense of this matter, pursuant to R.C. §2735.04 and/or §3767.41, any funds that are expended by or on behalf of the receiver.

69. Declare, through an enforceable order, that any and all abatement costs, court costs and administrative expenses of this matter, attorney fees, taken together, shall have priority over any and all pre-existing liens upon the Premises.

#### **Additional Relief**

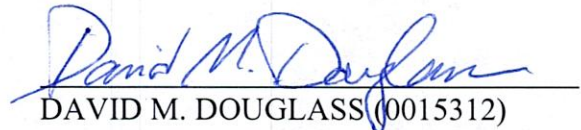
70. Plaintiff incorporates the preceding paragraphs 1 through 69 as if fully rewritten herein.

71. An award of monetary judgement awarding to Plaintiff any and all costs of maintaining this action, including without limitation attorney fees, costs of discovery, deposition cost, costs of inspection, administrative staff and support staff costs, property maintenance costs, title search and preliminary judicial fees, process server fees, skip tracing expenses, expert witness fees, and court costs, payable by Defendant(s), pursuant to C.O. §3101.09(k) and R.C. §715.261.



72. All such further equitable and other relief which the Court finds Plaintiff be otherwise entitled.

Respectfully submitted,



DAVID M. DOUGLASS (0015312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
4725 Grayton Road  
Cleveland, Ohio 44135  
(216) 362-7777 or 216-362-4144  
Fax No: (216) 362-4160  
E-Mail: [d.douglass@douglasslaw.com](mailto:d.douglass@douglasslaw.com)  
[z.germaniuk@douglasslaw.com](mailto:z.germaniuk@douglasslaw.com)  
[m.reardon@douglasslaw.com](mailto:m.reardon@douglasslaw.com)  
[s.berney@douglasslaw.com](mailto:s.berney@douglasslaw.com)  
*Attorneys for Plaintiff*

**RECEIVED PAYMENT**  
MAR 06 2023  
EARLE B. TURNER, Clerk  
By: \_\_\_\_\_ Deputy

CERTIFICATE OF SERVICE

I, undersigned counsel for Plaintiff, certify that a copy of the above COMPLAINT FOR PUBLIC NUISANCE ABATMENT, INJUNCTIVE RELIEF, & RECEIVERSHIP (R. C. §3767.41) was served by Commercial Carrier Federal Express on March 6 upon the following parties and by e-mail to parties whose e-mail address is known and to known counsel of record:

SHAKER HEIGHTS APARTMENTS  
OWNER, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Common Way, Suite 125  
Columbus, Ohio 43219

SHAKER HEIGHTS MEMBER, LLC  
1209 Orange Street  
Wilmington, Delaware 19801

MICHAEL CHETRIT  
512 7th Avenue, 16th Floor  
New York, New York 10018

METROPOLITAN COMMERCIAL BANK  
99 Park Avenue  
New York, New York, 10018

DANIELLE HOLIFIELD AKA  
DANIELLE NICKERSON  
20710 Chagrin Blvd.  
Shaker Heights, Ohio 44122  
E-mail:  
[Danielle@firstchoiceadvisorsllc.com](mailto:Danielle@firstchoiceadvisorsllc.com)

E&M MANAGEMENT, LLC  
6200 Biltmore Avenue  
Baltimore, MD 21215  
E-mails: [ew@eandmmgmt.com](mailto:ew@eandmmgmt.com)  
[mw@eandmmgmt.com](mailto:mw@eandmmgmt.com)

ELI WEISS AKA ELIEZER WEISS  
of E&M Management, LLC  
1402 Avenue K  
Apt. 2P  
Brooklyn, N.Y. 11230  
E-mail: [ew@eandmmgmt.com](mailto:ew@eandmmgmt.com)

MORDECAI WEISS AKA MORTY  
WEISS  
of E&M Management, LLC  
734 W. 68<sup>th</sup> Street  
Shreveport, LA 71106  
E-mail: [mw@eandmmgmt.com](mailto:mw@eandmmgmt.com)

YAACOV AMAR  
c/o First Choice Investments LLC  
420 Madison Avenue, Suite 1001  
New York, NY 10017

NEW YORK COMMUNITY BANK  
Attn: Loan Servicing  
LN#290718140  
NYCB Plaza  
102 Duffy Avenue, 3<sup>rd</sup> Floor  
Hicksville, NY 11801

MARBELLE INDUSTRIES, INC.  
B&H COIN LAUNDRY SERVICE  
Attn: Tamara J. Hrynik  
21639 Miles Road #4  
Cleveland, Ohio 44128

BRENT DELEWSKI  
6700 Queens Way  
North Royalton, Ohio 44133

K KERN PAINTING, LLC  
211 N. Reynolds Road  
Toledo, Ohio 43615

K KERN PAINTING, LLC  
c/o Kenzy A. Kern, Statutory Agent  
T-839 County Road 15B  
Napolean, Ohio 43545

AAA STAFFING, LLC  
21366 Provincial Boulevard  
Katy, Texas 77450

CUYAHOGA COUNTY TREASURER  
2079 East 9th Street  
Cleveland, Ohio 44115

STATE OF OHIO  
DEPARTMENT OF TAXATION  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

ATTORNEY GENERAL OF  
THE STATE OF OHIO  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

OHIO BUREAU OF WORKERS  
COMPENSATION  
30 West Spring Street  
Columbus, Ohio 43215

OHIO DEPARTMENT OF JOB &  
FAMILY SERVICES  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

UNITED STATES TREASURY  
DEPARTMENT  
INTERNAL REVENUE SERVICE  
1111 Constitution Avenue, NW  
Washington, D.C., 20224

OFFICE OF UNITED STATES  
ATTORNEY  
801 West Superior Avenue, Suite 400  
Cleveland, Ohio 44113

Respectfully submitted,



DAVID M. DOUGLASS (0015312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
4725 Grayton Road, Cleveland, Ohio 44135  
(216) 362-7777 Fax No: (216) 362-4160  
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[s.berney@douglasslaw.com](mailto:s.berney@douglasslaw.com)  
*Attorneys for Plaintiff*



**EXHIBITS TO COMPLAINT**

EXHIBIT A	Deed to Premises
EXHIBIT B	Preliminary Judicial Report
EXHIBIT C	Violation No V22007854 for 12500-12600 Shaker Blvd.
EXHIBIT D	Violation No V22026164 for 12600 Shaker Blvd.
EXHIBIT E	Violation No V23001138 for 12600 Shaker Blvd., Apt. 405
EXHIBIT F	Affidavit of City Inspector Dario Turic re: 12600 Shaker Blvd.
EXHIBIT G	Affidavit of City Inspector Rebecca Hartmann re: 12600 Shaker Blvd.
EXHIBIT H	Affidavit of Ronald James of 12701 Shaker Blvd., Apt. 401
EXHIBIT I	Affidavit of Lucinda Burnell of 12701 Shaker Blvd., Apt. 410
EXHIBIT J	Affidavit of Mary C. Dade Carter of 12701 Shaker Blvd., Apt. 617

EXHIBIT K	Affidavit of Anderson Waldon of 12701 Shaker Blvd., Apt. 414
EXHIBIT L	Affidavit of Georgia Turner of 12500 Shaker Blvd., Apt. 206B
EXHIBIT M	Affidavit of Ronald Moss of 12500 Shaker Blvd., Apt. 405
EXHIBIT N	Affidavit of Regina Burton of 12500 Shaker Blvd., Apt. 505
EXHIBIT O	Affidavit of Grace Fleetwood of 12500 Blvd., Apt. 504B
EXHIBIT P	Police Report List for 12701 Shaker Blvd.
EXHIBIT Q	Police Report List for 12600 Shaker Blvd.
EXHIBIT R	Police Report List for 12500 Shaker Blvd.
EXHIBIT S	Police Report List of Codes to Describe Reported Crime
EXHIBIT T	Photographs of the Premises conditions

CUYAHOGA COUNTY

OFFICE OF FISCAL OFFICERS - 4

DEED 1/11/2022 11:33:16 AM

**202201110533**

## CUYAHOGA COUNTY FISCAL OFFICER

129-10-001 *Nathan Chambers* 1/11/2022 1

129-12-009 B-01112022-13

SHAKER HEIGHTS APARTMEN Tax Dist. 3100

Limited Warranty LUC: 4070 EX:

Sale Amt: \$ 12,400,000.00 LAND: 328,200

Conv. Fee: \$ 49,600.00 BLDG: 2,206,400

PUBLIC TOTAL: 2,534,600



\* 1 0 6 7 7 3 5 \*

**LIMITED WARRANTY DEED**

(Pursuant to Ohio Revised Code Section 5302.07)

**KNOW ALL MEN BY THESE PRESENTS**, that SHIF SHAKER PRESIDENTIAL LLC, a Delaware limited liability company ("Presidential") and SHIF SHAKER NORTH LLC, a Delaware limited liability company ("North" together with Presidential are collectively, the "Grantor"), for valuable consideration paid, grants with limited warranty covenants, to SHAKER HEIGHTS APARTMENTS OWNER LLC, a Delaware limited liability company (the "Grantee"), whose tax-mailing address is 8033 Ridgeway Avenue, Skokie, Illinois 60076, the following real property ("Property"):

[The legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference.]

Also known as: 12500-12600 & 12701 Shaker Boulevard, Cleveland, OH 44120.

Permanent Parcel No(s): 129-10-001, 129-12-009 and 129-12-010.

Prior Instrument Referenced: As to Tract I by Limited Warranty Deed from Shaker West, Ltd. dated October 31, 2019 and recorded November 4, 2019 in the Cuyahoga County Records in Instrument No.

201911040288. As to Tract II by Limited Warranty Deed from Shaker North, Ltd. dated October 31, 2019 and recorded November 4, 2019 in the Cuyahoga County Records in Instrument No. 201911040289.

The Property is subject, however, to all applicable zoning ordinances, legal highways, taxes and assessments, if any, not yet due and payable, easements, covenants and restrictions of record and all title exceptions listed on Exhibit B.

SIGNATURES ON FOLLOWING PAGE:



Executed as of the 7<sup>th</sup> day of January, 2022.

**GRANTOR:**

**SHIF SHAKER PRESIDENTIAL LLC**

**By: NYC Shaker LP, a Delaware limited partnership and its sole member**

**By: NYC Shaker US GP, LP, a Delaware limited partnership  
and its general partner**

**By: NYC Shaker US GP Inc., a Delaware corporation and its general partner**

By: Raphael Dov Kutner  
Raphael Dov Kutner, Vice President

## SHIF SHAKER NORTH LLC

**By: NYC Shaker LP, a Delaware limited partnership and its sole member**

**By: NYC Shaker US GP, LP, a Delaware limited partnership  
and its general partner**

**By: NYC Shaker US GP Inc.**, a Delaware corporation and its general partner

By: Raphael Dov Kutner  
Raphael Dov Kutner, Vice President

STATE OF New York )  
COUNTY OF Nassau ) SS:

The foregoing instrument was acknowledged before me this 5 day of January, 2022 by Raphael Dov Kutner, the Vice President of NYC Shaker US GP Inc., the General Partner of NYC Shaker US GP, LP, the General Partner of NYC Shaker LP, the Sole Member of Shif Shaker Presidential LLC and Shif Shaker North LLC, on behalf of the limited liability companies. This is an acknowledgement certificate. No oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

This Instrument Prepared By:  
Jason D. Hochman, Esq.  
Dinn Hochman + Potter LLC  
6105 Parkland Boulevard, Suite 100  
Cleveland, OH 44124

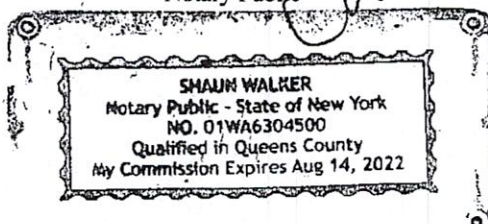


Exhibit A (to Limited Warranty Deed)

Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Cleveland, County of Cuyahoga, State of Ohio.

Tract I: (129-10-601)

Being a part of Original 100 Acre Lot No. 429, bounded and described as follows:

Beginning at a point on the Southerly line of Shaker Boulevard S.E. as recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records, at the Northwestern corner of a parcel of land conveyed by the Van Sweringen Company to Shaker Hall Inc. by Deed recorded in Volume 5186, Page 440 of Cuyahoga County Records; thence North 89° 23' 25" West along the Southerly line of Shaker Boulevard S.E. as so dedicated, a distance of 379.05 ft. to the Northeastly corner of the fourth parcel of land conveyed by the Van Sweringen Company to the City of Cleveland by Deed recorded in Volume 6861, Page 193 of Cuyahoga County Records; thence South 0° 36' 35" West along the Easterly line of said fourth parcel of land and the easterly line of the third parcel of land conveyed by said Deed a distance of 191.82 ft. to a parcel of land conveyed by the Van Sweringen Company to the City of Cleveland for the widening of Williams Avenue S.E. to 50 ft. in width and recorded in Volume 6861, Page 192 of Cuyahoga County Records; thence North 89° 36' 0" East along said Northerly line of Williams Avenue S.E. as so conveyed, a distance of 379.09 ft. to the Southwestly corner of land conveyed to Shaker Hall Inc. as above stated; thence North 0° 36' 35" East along the Westerly line of land so conveyed to Shaker Hall Inc., a distance of 185.14 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

Tract II: (129-12-009 & 129-12-010)

Being part of Original One Hundred Acre Lot No. 429, known as being certain Sublots of both Shaker Lakes View Subdivision recorded in Volume 46 of Maps, Page 25 of Cuyahoga County Records, and of Northwood Park Subdivision recorded in Volume 47 of Maps, Page 29 of Cuyahoga County Records, and is bounded and described as follows:

Beginning at a point in the Easterly line of East 127th Street, 50 ft. wide, at the Southwest corner of Sublot No. 46 of said Shaker Lakes View Subdivision; thence from said place of beginning North 89° 46' 20" East along the Southerly line of said Sublot, 103.74 ft. to the Southeast corner of said Sublot; thence North 0° 10' 09" East along the Easterly line of said Sublot, 2.32 ft. to the Southwest corner of Sublot No. 96 of said Northwood Park Subdivision thence South 89° 49' 51" East along the Southerly line of said Sublot No. 96, 150.00 ft. to the Westerly line of East 128th Street, 50 ft. wide; thence South 0° 10' 09" West, along said westerly line of East 128th Street, 135.42 ft. to a point of curve and marking the northerly end of a turnout between the said Westerly line of East 128th Street and the Northerly line of a 6 foot easement to the City of Cleveland for sidewalk purposes which lies adjacent to and immediately North of the North line of Shaker Boulevard as shown on Plat recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records; thence Southwestly along said turnout on a curved line deflecting to the right, 31.57 ft., said curved line has a radius of 20 ft., and the chord of whose arc bears South 45° 23' 22" West, 28.39 ft. to a point of tangency in said Northerly easement line; thence North 89° 23' 25" West along said Northerly easement line, 201.38 ft. to a point of curve and marking the Easterly end of a turnout between said Northerly easement line and said Easterly line of East 127th Street; thence Northwestly along said turnout on a curved line deflecting to the right, 49.24 ft., said curved line has a radius of 31.64 ft. and the chord of whose arc bears North 44° 48' 33" West, 44.41 ft. to a point of tangency in said Easterly line of East 127th Street; thence North 0° 13' 40" West, along said Easterly line of East 127th Street, 119.41 ft. to the place of beginning, be the same more or less, but subject to all legal highways, as per a survey by McSteen & Associates, Inc., dated July 6, 1994.

This Legal Description Complies with  
The Cuyahoga Transfer and  
Conveyance Standards and is approved  
for transfer.

JAN 11/2022





Exhibit B (to Limited Warranty Deed)

Title Exceptions

- Memorandum of Agreement made by and between The Van Sweringen Company and Barbara Stastny and Frank Stastny recorded May 20, 1913 in Volume 1459 Page 581. (Tract II)
- Terms, Conditions and Reservations as set forth in Deed from J.A. Smith, Jr. as Trustee to the Van Sweringen Co. recorded October 10, 1913 in Volume 1493 Page 334. (Tract II)
- Easement and Agreement made by and between The Van Sweringen Company and The Shaker Company recorded May 2, 1944 in Volume 5672 Page 352. (Tract II)
- Terms, Conditions, Restrictions and Easements as set forth in Deed from The Van Sweringen Company to The 12701 Shaker Boulevard Company recorded May 2, 1944 in Volume 5672 Page 355. (Tract II)
- Easement, terms, conditions and rights as contained in Warranty Deed made by and between The Van Sweringen Company and William Magazine dated August 2, 1950 and recorded on August 17, 1950 in Volume 7059 Page 658. (Tract I)
- Easement as contained in Quit Claim Deeds recorded on October 25, 1951 in Volume 7413 Page 482 and in Volume 7413 Page 486. (Tract I)
- Metropolitan Cablevision Incorporated Right of Way Agreement by and between Metropolitan Cablevision Incorporated and Shaker North Apartments, H.B. Schulman, Trustee recorded March 14, 1988 in Volume 88-1045 Page 9. (Tract II)
- Lease Agreement made by and between Shaker North Apartments and B & H Coin Laundry Service recorded May 24, 1991 in Volume 91-3015 Page 13. (Tract II)
- Terms and provisions of the Lease Agreement by and between Shaker West Apartments and B&H Coin Laundry Service dated February 4, 1991 recorded on May 24, 1991 in Volume 91-3015 Page 15. (Tract I)
- All conditions, matters, easements and setback lines as set forth on plat recorded in Plat Book 50 Page 30.
- Survey prepared by Edward B. Dudley, III of Riverstone Land Surveying, Project/Job Number 19-237 and 19-238, dated 10/31/2019, discloses the following:
  - As to Tract I:
    - Rights of others, both public and private, in and to overhead wires, electric boxes, electric transformers, sanitary manholes, cleanouts and yard basins on and crossing subject property.
  - As to Tract II:
    - Building encroaches waterline easement as reflected in Volume 5672 Page 352.
    - Building extends beyond westerly setback line;
    - Fences do not coincide with northerly property line;
    - Rights of others, both public and private, in and to overhead line, gas lines and gas valves on and crossing subject property.



OTIRB Record Products

Preliminary Judicial Report

## PRELIMINARY JUDICIAL REPORT

Issued by  
**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

REPORT NO.: 8148435-229623071  
ORDER NO.: 23-145N  
City of Cleveland  
601 Lakeside Ave.  
Cleveland, OH 44114

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, COMMONWEALTH LAND TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$5,867,700.00 that it has examined the public records in Cuyahoga County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in City of Cleveland by instrument recorded in AFN 202201110533 of Cuyahoga County Records and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: February 15, 2023 at 07:59 AM

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Issued By: Surety Title Agency, Inc.


Signed By: By:

By:

ATTEST

President

Secretary

  
\_\_\_\_\_  
Victor Pascucci, Jr.  
Surety Title Agency, Inc.  
526 Superior Avenue East, Suite 300  
Cleveland, OH 44114  
216-589-8399

Authorized Signatory or Agent

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

## CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Party

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys' fees and costs of defense, only of the Guaranteed Claimant. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys' fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys' fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company at its office, P.O. Box 45023, Jacksonville, FL 32232-5023.

COMMONWEALTH LAND TITLE INSURANCE COMPANY



### **EXCLUSIONS FROM COVERAGE**

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

---

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**



**PRELIMINARY JUDICIAL REPORT  
SCHEDULE A**

Description of Land

**Parcel No. 1**

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

and known as being a part of Original 100 Acre Lot No. 429, bounded and described as follows:

Beginning at a point on the Southerly line of Shaker Boulevard S.E. as recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records, at the Northwestern corner of a parcel of land conveyed by the Van Sweringen Company to Shaker Hall Inc. by deed recorded in Volume 5186, Page 440 of Cuyahoga County Records;

thence North 89° 23' 25" West along the Southerly line of Shaker Boulevard S.E. as so dedicated, a distance of 379.05 ft. to the Northeasterly corner of the fourth parcel of land conveyed by the Van Sweringen Company to the City of Cleveland by Deed recorded in Volume 6861, Page 193 of Cuyahoga County Records;

thence South 0° 36' 35" West along the Easterly line of said fourth parcel of land and the Easterly line of the third parcel of land conveyed by said Deed a distance of 191.82 ft. to a parcel of land conveyed by the Van Sweringen Company to the City of Cleveland for the widening of Williams Avenue S.E. to 50 ft. in width and recorded in Volume 6861, Page 192 of Cuyahoga County Records;

thence North 89° 36' 0" East along said Northerly line of Williams Avenue S.E. as so conveyed, a distance of 379.09 ft. to the Southwesterly corner of land conveyed to Shaker Hall Inc. as above stated;

thence North 0° 36' 35" East along the Westerly line of land so conveyed to Shaker Hall Inc., a distance of 185.14 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

PPN: 129-10-001

Address: 12500 Shaker Blvd., Cleveland, OH 44120

**Parcel No. 2**

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

and known as being part of Original One Hundred Acre Lot No. 429, known as being certain Sublots of both Shaker Lakes View Subdivision recorded in Volume 46 of Maps, Page 25 of Cuyahoga County Records, and of Northwood Park Subdivision recorded in Volume 47 of Maps, Page 29 of Cuyahoga County Records, and is bounded and described as follows:

Beginning at a point in the Easterly line of East 127<sup>th</sup> Street, 50 ft. wide, at the Southwest corner of Sublot No. 46 of said Shaker Lakes View Subdivision;

thence from said place of beginning North 89° 46' 20" East along the Southerly line of said Sublot, 103.74 ft. to the Southeast corner of said Sublot;

thence North 0° 10' 09" East along the Easterly line of said Sublot, 2.32 ft. to the Southwest corner of Sublot No. 96 of said Northwood Park Subdivision;

thence South 89° 49' 51" East along the Southerly line of said Sublot No. 96, 150.00 ft. to the Westerly line of East 128<sup>th</sup> Street, 50 ft. wide;

thence South 0° 10' 09" West, along said Westerly line of East 128<sup>th</sup> Street, 135.42 ft. to a point of curve and marking the Northerly end of a turnout between the said Westerly line of East 128<sup>th</sup> Street and the Northerly line of a 6 foot easement to the City of Cleveland for sidewalk purposes which lies adjacent to and immediately North of

COMMONWEALTH LAND TITLE INSURANCE COMPANY

**SCHEDULE A**

(Continued)

the North line of Shaker Boulevard as shown on plat recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records;

thence Southwesterly along said turnout on a curved line deflecting to the right, 31.57 ft., said curved line has a radius of 20 ft. and the chord of whose arc bears South 45° 23' 22" West, 28.39 ft. to a point of tangency in said Northerly easement line; thence North 89° 23' 25" West along said Northerly easement line, 201.38 ft. to a point of curve and marking the Easterly end of a turnout between said Northerly easement line and said Easterly line of East 127<sup>th</sup> Street;

thence Northwesterly along said turnout on a curved line deflecting to the right, 49.24 ft. said curved line has a radius of 31.64 ft. and the chord of whose arc bears North 44° 48' 33" West, 44.41 ft. to a point of tangency in said Easterly line of East 127<sup>th</sup> Street;

thence North 0° 13' 40" West, along said Easterly line of East 127<sup>th</sup> Street, 119.41 ft. to the place of beginning, be the same more or less, but subject to all legal highways, as per a survey by McSteen & Associates, Inc., dated July 6, 1994.

PPN: 129-12-009 and 129-12-010

Address: 12701 Shaker Blvd., Cleveland, OH 44120

COMMONWEALTH LAND TITLE INSURANCE COMPANY



**PRELIMINARY JUDICIAL REPORT  
SCHEDULE B**

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. Taxes and Assessments for the first half of 2022, on premises described in Schedule A, listed to Shaker Heights Apartments Owner LLC, as Permanent Parcel Number 129-10-001, amounting to \$44,238.27, are paid.

The amount shown above may include additional interest and/or penalties not yet shown by the public record.

Taxes and Assessments for the last half of 2022 are a lien not yet due and payable.

Assessed Tax Value:

Land: \$114,870.00. Improvements: \$772,240.00. Total: \$887,110.00.

HOMESTEAD, EXEMPTIONS, DELINQUENCIES AND ASSESSMENTS  
included in the above are: NONE

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 1.

NOTE: The above premises are subject to BOARD OF REVISION COMPLAINT Number 129-10-001-2021, by Board of Education for the Cleveland Municipal School District, asking for an increase of \$3,665,400.00.

2. Taxes and Assessments for the first half of 2022, on premises described in Schedule A, listed to Shaker Heights Apartments Owner LLC, as Permanent Parcel Number 129-12-009 listed with 129-12-010, amounting to \$58,175.34, are paid.

The amount shown above may include additional interest and/or penalties not yet shown by the public record.

Taxes and Assessments for the last half of 2022 are a lien not yet due and payable.

Assessed Tax Value:

Land: \$66,290.00. Improvements: \$1,100,300.00. Total: \$1,166,590.00.

HOMESTEAD, EXEMPTIONS, DELINQUENCIES AND ASSESSMENTS  
included in the above are: NONE

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

NOTE: The above premises are subject to BOARD OF REVISION COMPLAINT Number 129-12-009-2021, by Board of Education for the Cleveland Municipal School District, asking for an increase of \$2,866,900.00.

3. The plat of Shaker Boulevard recorded in Volume 50, Page 30 of Cuyahoga County Records shows the following:

A. We, the undersigned, owners of land shown on this plat do hereby accept this subdivision of said lands and dedicate to public use the areas colored hereon in yellow shade and in consideration of the approval of this plat by the City of Cleveland, it is agreed by The Van Sweringen Company as follows:

FIRST. That upon the strips or parcels of undedicated land, designated as Blocks A & B no billboard or other device for advertising purposes, except for advertising a business being conducted upon the premises shall be erected or suffered to remain and that no public nuisance of any kind shall be permitted or maintained thereon. SECOND. That the City of Cleveland shall have and is hereby granted the right to build and maintain sewers on said strips or parcels of land and to enter upon the same for such purposes. Said sewers shall be so located and relocated as not to interfere with the operation of any railway or railroads or other structure constructed upon said strips or parcels of land and shall be so constructed, reconstructed and maintained as not necessarily to interfere with such operation and shall be in accordance with plans approved by the Chief Engineer of the said railroad or railway company operating thereon, it being understood, however, that any expense caused by changes in tracks

COMMONWEALTH LAND TITLE INSURANCE COMPANY



**SCHEDULE B**  
(Continued)

or other permanent improvements and necessary on account of the location or construction of said sewers or the repair or maintenance thereof shall be paid for and borne by the City of Cleveland, and that said City shall indemnify and save harmless the railroad company from all damages or costs for, or on account of, any and all said work, of from neglecting to perform the same or failing to properly do so and it being further understood, that the provisions of this, the second article hereof, shall not operate to exclude that said strips or parcel of land from any equitable assessments for storm and sanitary sewers as abutting property, and that said Company shall bear by such special assessments, as may be levied by law, such share of any street surface improvement as may properly be chargeable to it on account of such undedicated strips or parcels, such assessments, in no case however, to exceed the cost of one fourth (1/4) of the improvement so made, including, in addition thereto, such additional curbs as are necessary on account of the location of such undedicated strips of parcels. Provided, however, that if and when said strips or parcels of land shall be used for other than railroad or railway purposes, nothing contained herein shall be held as preventing the levying of special assessments upon lands so used in proportion to the benefits received as abutting property.

THIRD. That all deeds and conveyances, given by said Company for lands fronting on said Shaker Boulevard, as shown on said plat shall contain a restriction to the effect that prior to January 1 A.D. 1950 no buildings or structures of any kind shall be erected, placed or suffered to remain thereon nearer than twenty one (21) feet to said Boulevard as the same is herein located except that said restriction against buildings and structures shall not apply to said undedicated strips or parcels of land.

FOURTH. That if and when said strips or parcels of land shall be used or occupied by railroads or railways whose grades shall be below the grades of said Shaker Boulevard, and if, because of such use and occupation, it shall become necessary, in the opinion of the Director of Public Service of the City of Cleveland to support any or all of said Boulevard adjacent to Blocks A & B, by walls or other supports, said Company will, in that event, erect an adequate wall of other structure upon its own property sufficient to furnish the support necessary for said Boulevard and will further erect and maintain such wall, fence or other structure as may be approved by the Engineer of the City of Cleveland upon its own property above the grades of said Boulevard as may be necessary for the purpose of insuring the safety of the public without regard to the necessity for such supporting wall, and it being further understood, that said Company expressly reserves the right, which is hereby assented to and granted by The City of Cleveland, when it shall be necessary of desirable, in the opinion of said Company, its successors, assigns or grantees to construct walls on said strips or parcels of land, to use so much of said Boulevard, heretofore dedicated, underneath the surface thereof, as shall be necessary to furnish adequate support for any or all of said wall, fences or other structures described in this paragraph under the direction of and to the approval of the Director of Public Service of said City.

FIFTH. The Van Sweringen Company hereby grants to the City of Cleveland, the right to use the land shown hereon, shaded in green, for the construction and maintenance of sidewalks for the use of the public.

SIXTH. It is a condition of each, every and all of the foregoing covenants of The Van Sweringen Company, that the same shall run with the land, and be binding on said Company only so long as it shall continue to be the owner of the land to which the same relate, but said Company covenants and agrees that upon the sale of conveyance of said land, or any part thereof, the deed or deeds conveying the same shall contain an express covenant requiring the grantee of grantees therein to assume the obligations herein before imposed with respect to the parcel of part so conveyed.

B. 21' Building Line Front

C. 6' Sidewalk Easement Front

4. Agreement recorded May 20, 1913, in Volume 1459, Page 581 of Cuyahoga County Records.

NOTE: The above item affects part of the land described in Schedule A and More Land, said part being designated as Parcel(s) 2.

5. Easement and Agreement from The Van Sweringen Company to The Shaker Company, recorded in Volume 5672, Page 352 of Cuyahoga County Records.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**



**SCHEDULE B**  
(Continued)

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

6. Agreement recorded March 14, 1988, in Volume 88-1045, Page 9 of Cuyahoga County Records.

A. Affidavit of Facts Relating to Real Estate recorded January 11, 2022, as Cuyahoga County Recorder's File Number 202201110485.

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

7. Lease by and between Shaker North Apartments c/o Windsor Management, Lessor, and B&H Coin Laundry Service, Lessee, recorded May 24, 1991 in Volume 91-3015, Page 13 of Cuyahoga County Records.

A. Affidavit of Facts Relating to Real Estate recorded January 11, 2022, as Cuyahoga County Recorder's File Number 202201110485.

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

8. Lease by and between Shaker West Apartments c/o Windsor Management, Lessor, and B&H Coin Laundry Service, Lessee, recorded May 24, 1991 in Volume 91-3015, Page 15 of Cuyahoga County Records.

A. Affidavit of Facts Relating to Real Estate recorded January 11, 2022, as Cuyahoga County Recorder's File Number 202201110486.

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 1.

9. Mortgage from Shif Shaker Presidential LLC and Shif Shaker North LLC to New York Community Bank, Attn: Loan Servicing- LN #290718140, NYCB Plaza, 102 Duffy Avenue- 3rd Fl. Hicksville, New York 11801, for \$7,200,000.00, recorded as Cuyahoga County Recorder's File Number 201911040290. Together with and all terms, conditions and restrictions contained therein.

A. Financing Statement from Shif Shaker Presidential LLC and Shif Shaker North LLC to New York Community Bank, filed November 4, 2019 as Cuyahoga County Recorder's File Number 201911049004.

NOTE: At the time of the filing of the above instrument, title was vested in Shif Shaker Presidential LLC and Shif Shaker North LLC.

10. Mortgage from Shaker Heights Apartments Owner LLC to Metropolitan Commercial Bank, 99 Park Avenue, New York, New York 10016, for \$9,675,000.00, recorded as Cuyahoga County Recorder's File Number 202201110534. Together with and all terms, conditions and restrictions contained therein.

A. Assignment of Leases and Rents recorded January 11, 2022, as Cuyahoga County Recorder's File Number 202201110535.

B. Financing Statement from Shaker Heights Apartments Owner LLC to Metropolitan Commercial Bank, filed January 11, 2022 as Cuyahoga County Recorder's File Number 202201119006.

11. Affidavit to Obtain a Mechanic's Lien by Brent Delewski, 6700 Queens Way, North Royalton, OH 44133, against Friedman Real Estate and/or Shaker Heights Apartments Owner LLC in the amount of \$9,750.00 filed for record November 23, 2022 and recorded as Cuyahoga County Recorder's File Number 202211230042.

12. Affidavit to Obtain a Mechanic's Lien by Brent Delewski, 6700 Queens Way, North Royalton, OH 44133, against Shif Shaker North LLC dba The Residences at Shaker Square in the amount of \$3,919.00 filed for record November 28, 2022 and recorded as Cuyahoga County Recorder's File Number 202211280005.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**SCHEDULE B**

(Continued)

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

13. Affidavit to Obtain a Mechanic's Lien by K Kern Painting, LLC, 211 N Reynolds Road, Toledo, OH 43615, against Shif Shaker North LLC dba The Residences at Shaker Square in the amount of \$36,475.49 filed for record December 30, 2022 and recorded as Cuyahoga County Recorder's File Number 202212300353.
14. Affidavit to Obtain a Mechanic's Lien by K Kern Painting, LLC, 211 N Reynolds Road, Toledo, OH 43615, against Vista Apartments in the amount of \$27,236.17 filed for record December 30, 2022 and recorded as Cuyahoga County Recorder's File Number 202212300355.
15. Affidavit to Obtain a Mechanic's Lien by AAA Staffing, LLC, 21366 Provincial Boulevard, Katy, TX 77450, against First Choice Investments in the amount of \$1,257.70 filed for record January 5, 2023 and recorded as Cuyahoga County Recorder's File Number 202301050019.

COMMONWEALTH LAND TITLE INSURANCE COMPANY



**THE CITY OF CLEVELAND  
DEPARTMENT OF BUILDING & HOUSING  
DIVISION OF CODE ENFORCEMENT  
601 LAKESIDE AVE. CLEVELAND, OH 44114**

**NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES**

WARD: 4

ISSUE DATE: 3/28/2022

CENSUS TRACT: 119502

PPN: 12910001

PROP. ADDRESS: 12600 Shaker, Cleveland, OH  
44120

AKA: 12500-12600 SHAKER BLVD.  
CLEVELAND, OHIO 44120

----- RESPONSIBLE PARTY(S) -----

SHAKER HEIGHTS APARTMENTS OWNER LLC  
8033 RIDGEWAY AVE.  
SKOKIE, IL 60076

SHAKER HEIGHTS APARTMENTS OWNER LLC  
1384 BROADWAY 7TH FLOOR, NEW YORK, NEW YORK 10018

SHAKER HEIGHTS APARTMENTS OWNER LLC  
C/O NATIONAL REGISTERED AGENTS INC. 4400 EASTON COMMON WAY, SUITE 125  
COLUMBUS, OHIO 43219

SHAKER HEIGHTS APARTMENTS OWNER LLC  
C/O MICHAEL CHETRIT 8033 RIDGEWAY AVE. SHOKIE ILLINOIS 60076

OCCUP./USE: R-2 Residential - Non-transient;  
Apartments (Shared Egress)

KIND OF STRUCTURE: High-Rise Building

VIOLATION #: V22007854

ZONING DISTRICT: Multi-Family

NUMBER OF DWELLING UNITS: 72

TYPE OF VIOLATION: Interior Maintenance

THIS NOTICE SHALL BE COMPLIED WITH AND ALL VIOLATIONS CORRECTED BY THE BELOW  
LISTED "COMPLY DATE".

FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN PROSECUTIVE ACTION OR PENALTY  
AS PROVIDED BY LAW.

PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Page 1 V22007854 - 12600 Shaker, Cleveland, OH 44120

**EXHIBIT C**

RIGHT TO APPEAL

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall  
601 Lakeside Avenue, Room 516  
Cleveland, Ohio 44114

UNIT NO	INSPECTION DATE	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
Unit Record #: RI20000672			Unit Number: 302A	
302A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	302A LIVING ROOM AND 302A BATHROOM BEHIND SHOWER HEAD
302A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	302A LIVING ROOM AND 302A BATHROOM
Unit Record #: RI20000673			Unit Number: 801A	
801A	02/13/2020	04/01/2020	70[369.13] THE REGISTER COVERS ARE BROKEN OR MISSING. THE SPECIFIC LOCATION IS:	LIVING ROOM AND BEDROOM OF 801A
Unit Record #: RI20000674			Unit Number: 702A	
702A	02/13/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	BATHROOM HALLWAY AND KITCHEN OF 702A
Unit Record #: RI20000675			Unit Number: 303A	
303A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	303A LIVING ROOM AND 303A BATHROOM AND 303A KITCHEN
303A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	303A KITCHEN AND 303A LIVING ROOM

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011



Unit Record #: RI20000676		Unit Number: Cmn Areas	
Cmn Areas	02/14/2020 04/27/2022	249 [3101.10(a),369.13]: THE ENTRANCE DOOR LOCKING HARDWARE IS BROKEN OR MISSING.	12600 SHAKER BLVD FRONT BUZZER SECURITY DOOR
Cmn Areas	02/14/2020 04/27/2022	306 [3101.10(a)]: THE EXIT SIGNS ARE NOT MAINTAINED IN GOOD REPAIR. (BROKEN,INOPERATIVE OR MISSING PARTS)	12600 SHAKER BLVD 2ND FLOOR BACK STAIRWAY 1ST FLOOR REAR STAIRWAY AND ALSO FLOOR 6 BACK STAIRWAY AND FRONT COMMON HALL OF FLOOR 6
Cmn Areas	02/14/2020 04/27/2022	337 [3101.10(a),369.13]: THE CEILINGS IN THE COMMON HALL/STAIRWAY CONTAIN CRACKS, HOLES AND LOOSE MATERIAL.	12600 SHAKER BLVD THROUGHOUT FLOORS 1 THRU 8 COMMON HALLWAYS
Cmn Areas	02/14/2020 04/27/2022	338 [3101.10(d),369.16]: THE WALLS IN THE COMMON HALL/STAIRWAY CONTAIN CRACKS,HOLES AND LOOSE MATERIAL.	12600 SHAKER BLVD FRONT COMMON HALLWAYS FLOORS 1 THRU 8 AND BACK COMMON STAIRWAY FLOORS 1 THRU 8

Unit Record #: RI20000678		Unit Number: 810A	
810A	02/13/2020 04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	LIVING ROOM 810A
810A	02/13/2020 04/01/2020	7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS:	810A

Unit Record #: RI20000681		Unit Number: 101A	
101A	02/14/2020 04/27/2022	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	101A LIVING ROOM

Unit Record #: RI20000682		Unit Number: 201A	
201A	02/14/2020 04/27/2022	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	201A BEDROOM AND 201A BATHROOM

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011



Unit Record #: RI20000685

Unit Number: 204A

204A 02/14/2020 04/27/2022 34[369.07]: THE PLUMBING  
FIXTURES ARE NOT PROPERLY  
SECURED OR CONNECTED. THE  
SPECIFIC LOCATION IS: 204A NO HOT WATER

204A 02/14/2020 04/27/2022 7[392.02(a),369.13]: THE SMOKE  
DETECTOR IN THE DWELLING  
UNIT DOES NOT WORK  
PROPERLY. THE SPECIFIC  
LOCATION IS: 204A

Unit Record #: RI20000686

Unit Number: 205A

205A 02/14/2020 04/27/2022 12[369.13]: THE INTERIOR CEILING  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS: 205A BATHROOM

205A 02/14/2020 04/27/2022 14[369.16(A)]: THE INTERIOR WALL  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS: 205A LIVING ROOM AND  
205A BATHROOM

Unit Record #: RI20000688

Unit Number: 306A

306A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS: 306A BEDROOM

306A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS: 306A LIVING ROOM  
ACCESS PANEL NEEDS  
REPLACING HOLE LEFT  
WHERE ACCESS PANEL  
COVER SHOULD BE

306A 02/14/2020 04/01/2020 468 [369.13]: THE KITCHEN  
COUNTER TOP IS IN NEED OF  
CAULK 306A KITCHEN SINK AT  
CABINET NEEDS  
ANCORING SINK SHIFTS  
INSTEAD OF BEING  
STATIONARY

Unit Record #: RI20000692

Unit Number: 807A

807A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS: THROUGHOUT 807A

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PHONE: 216-664-3011

807A 02/13/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL THROUHOUT 807A  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

807A 02/13/2020 04/01/2020 70[369.13] THE REGISTER COVERS LIVING ROOM 807A  
ARE BROKEN OR MISSING. THE  
SPECIFIC LOCATION IS:

Unit Record #: RI20000693

Unit Number: 208A

208A 02/14/2020 04/27/2022 12[369.13]: THE INTERIOR CEILING 208A BATHROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

208A 02/14/2020 04/27/2022 14[369.16(A)]: THE INTERIOR WALL 208A BEDROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000695

Unit Number: 209A

209A 02/14/2020 04/27/2022 12[369.13]: THE INTERIOR CEILING 209A LIVING ROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

209A 02/14/2020 04/27/2022 14[369.16(A)]: THE INTERIOR WALL 209A BATHROOM  
(S) CONTAIN HOLES, CRACKS, HALLWAY AND 209A  
LOOSE, DETERIORATED KITCHEN  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000697

Unit Number: 309A

309A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING 309A BATHROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

309A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL 309A LIVING ROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011



Unit Record #: RI20000698

Unit Number: 407A

407A	02/14/2020	04/01/2020	10[369.13]: THERE IS LOOSE, PEELING, AND/OR HANGING PAINT. THE SPECIFIC LOCATION IS:	409A LIVING ROOM UNDER OUTLET
407A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	407A LIVING ROOM
407A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	408A BEDROOM

Unit Record #: RI20000699

Unit Number: 301A

301A	02/14/2020	04/01/2020	534 [369.16(a)]: THE BATHROOM WALLS HAVE LOOSE MATERIALS	301A
301A	02/14/2020	04/01/2020	535 [369.16(a)]: THE BATHROOM WALLS ARE WATER DAMAGED	301A

Unit Record #: RI20000700

Unit Number: 501A

501A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	501A BEDROOM, BATHROOM AND LIVING ROOM
501A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	501A BATHROOM , BEDROOM AND LIVING ROOM

Unit Record #: RI20000701

Unit Number: 402A

402A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	BEDROOM AND BATHROOM OF 406A
402A	02/14/2020	04/01/2020	37[369.13] THE HOT AND/OR COLD FAUCET HANDLES ARE BROKEN, MISSING AND/OR LEAKING. THE SPECIFIC LOCATION IS:	BATHTUB OF 406A
402A	02/14/2020	04/01/2020	587 [369.13]: THE BATHTUB ENAMEL IS DAMAGED AND IN NEED OF RE-GLAZING	406A BATHROOM

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 TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011



Unit Record #: RI20000702

Unit Number: 806A

806A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING LIVING ROOM AND  
(S) CONTAIN HOLES, CRACKS, BEDROOM OF 806A  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

806A 02/13/2020 04/01/2020 43[369.12]: THE ELECTRICAL 806A KITCHEN OUTLET  
SWITCHES AND RECEPTACLE PLATE COVER  
COVER PLATES ARE BROKEN OR  
MISSING. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000705

Unit Number: 803A

803A 02/13/2020 04/01/2020 30[369.13(B)]: THE DRAIN OR TUB IS NOT DRAINING  
WASTE LINES CONNECTED TO 803A  
THE TUB ARE DETERIORATED,  
LEAKING, AND/OR NEED REPAIR.  
THE SPECIFIC LOCATION IS:

Unit Record #: RI20000706

Unit Number: 405A

405A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL BEDROOM OF 405A  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

405A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE 405A  
DETECTOR IN THE DWELLING  
UNIT DOES NOT WORK  
PROPERLY. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000708

Unit Number: 609A

609A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING 609A BATHROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

609A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL 609A BATHROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000709

Unit Number: 608A

608A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS: 608A

Unit Record #: RI20000711

Unit Number: 402A

402A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL KITCHEN OF 402A (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

402A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS: 402A

Unit Record #: RI20000712

Unit Number: 401A

401A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING BEDROOM AND (S) CONTAIN HOLES, CRACKS, BATHROOM OF 401A LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

401A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL BEDROOM AND (S) CONTAIN HOLES, CRACKS, BATHROOM OF 401A LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

401A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS: 401A

Unit Record #: RI20000714

Unit Number: 607A

607A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING BEDROOM OF 607A (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011



Unit Record #: RI20000715

Unit Number: 509A

509A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL LIVING ROOM AND  
(S) CONTAIN HOLES, CRACKS, BEDROOM OF 509A  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000716

Unit Number: 508A

508A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING 508A BATHROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000717

Unit Number: 507A

507A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE 507A  
DETECTOR IN THE DWELLING  
UNIT DOES NOT WORK  
PROPERLY. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000718

Unit Number: 506A

506A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING LIVING ROOM AND  
(S) CONTAIN HOLES, CRACKS, BEDROOMS AND  
LOOSE, DETERIORATED BEDROOM CLOSETS OF  
MATERIAL, AND/OR ARE WATER 506A  
DAMAGED. THE SPECIFIC  
LOCATION IS:

506A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL BEDROOMS OF 506A  
(S) CONTAIN HOLES, CRACKS, INCLUDING BEDROOM  
LOOSE, DETERIORATED CLOSETS  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000719

Unit Number: 505A

505A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL BEDROOM 505A {STRONG  
(S) CONTAIN HOLES, CRACKS, MILDEW SMELL}  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

505A 02/14/2020 04/01/2020 35[369.13(B)]: THE HOT AND/OR NO HOT WATER IN  
COLD WATER SUPPLY LINES ARE KITCHEN OF 505A  
DETERIORATED AND/OR LEAKING.  
THE SPECIFIC LOCATION IS;

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011



Unit Record #: RI20000721

Unit Number: 703A

703A 02/13/2020 04/01/2020 38[369.13] THE SINK, DRAIN KITCHEN 703A  
AND/OR WASTE LINE IS CLOGGED  
AND/OR LEAKING. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000728

Unit Number: 601A

601A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE 601A  
DETECTOR IN THE DWELLING  
UNIT DOES NOT WORK  
PROPERLY. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000729

Unit Number: 603A

603A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING 603A THROUGHOUT  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

603A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL 603A THROUGHOUT  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000730

Unit Number: 710A

710A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING 710A LIVING ROOM  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

710A 02/13/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL 710A LIVING ROOM AND  
(S) CONTAIN HOLES, CRACKS, BATHROOM {BY  
LOOSE, DETERIORATED SHOWER}  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000731

Unit Number: 709A

709A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING LIVING ROOM 709A  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

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INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000733

Unit Number: 707A

707A 02/13/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL BATHROOM HALLWAY OF  
(S) CONTAIN HOLES, CRACKS, 707A  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

Unit Record #: RI20000734

Unit Number: 706A

706A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING LIVING ROOM 706A  
(S) CONTAIN HOLES, CRACKS,  
LOOSE, DETERIORATED  
MATERIAL, AND/OR ARE WATER  
DAMAGED. THE SPECIFIC  
LOCATION IS:

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

THE CITY OF CLEVELAND  
DEPARTMENT OF BUILDING & HOUSING  
DIVISION OF CODE ENFORCEMENT  
601 LAKESIDE AVE. CLEVELAND, OH 44114

NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES

WARD: 4

ISSUE DATE: 10/31/2022

CENSUS TRACT: 119502

PPN: 12910001

PROP. ADDRESS: 12600 SHAKER BLVD,  
CLEVELAND, OH

AKA: 12500 Shaker BLVD Cleveland, OH 44120

----- RESPONSIBLE PARTY(S) -----

SHAKER HEIGHTS APARTMENTS OWNER LLC  
8033 Ridgeway Ave  
Skokie, IL 60076

SHAKER HEIGHTS APARTMENTS OWNER LLC  
12600 Shaker BLVD Cleveland, OH 44120

----- INTERESTED PARTY(S) -----

LERETA  
1123 S PARKVIEW DR  
COVINA, CA 91724

NATIONAL REGISTERED AGENTS, INS  
4400 Easton Commons Way Suite 125  
Columbus, OH 43219

OCCUP./USE: R-2 Residential - Non-transient;  
Apartments (Shared Egress)

INSPECTION DATE: 10/24/2022

KIND OF STRUCTURE: High-Rise Building

VIOLATION #: V22026164

ZONING DISTRICT: Multi-Family

NUMBER OF DWELLING UNITS: 72

TYPE OF VIOLATION: Interior/Exterior Maintenance

THIS NOTICE SHALL BE COMPLIED WITH AND ALL VIOLATIONS CORRECTED BY THE BELOW LISTED "COMPLY DATE".

FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN PROSECUTIVE ACTION OR PENALTY AS PROVIDED BY LAW.

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: DARIO TURIC

PHONE: 216-664-  
4009

EMAIL: DTuric@clevelandohio.gov



PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

RIGHT TO APPEAL

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall  
601 Lakeside Avenue, Room 516  
Cleveland, Ohio 44114

SEQ NO	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
1	11/30/2022	248 [3101.10(a),369.13]: THE ENTRANCE DOOR IS BROKEN.	Unit 505,503
2	11/30/2022	302 [4101:2-10,1023.1]: THE EXIT SIGNS MUST BE PROVIDED.	
3	11/30/2022	304 [4101:2-10,1023.3]: THE EXIT SIGN IS NOT PROVIDED WITH PROPER ILLUMINATION.	
4	11/30/2022	305 [4101:2-10,1023.4]: THE EXIT SIGN IS NOT PROVIDED WITH PROPER EMERGENCY POWER SOURCE.	
5	11/30/2022	306 [3101.10(a)]: THE EXIT SIGNS ARE NOT MAINTAINED IN GOOD REPAIR. (BROKEN,INOPERATIVE OR MISSING PARTS)	
6	11/30/2022	337 [3101.10(a),369.13]: THE CEILINGS IN THE COMMON HALL/STAIRWAY CONTAIN CRACKS, HOLES AND LOOSE MATERIAL.	
7	11/30/2022	338 [3101.10(d),369.16]: THE WALLS IN THE COMMON HALL/STAIRWAY CONTAIN CRACKS,HOLES AND LOOSE MATERIAL.	
8	11/30/2022	392.02(a),369.13]: THE SMOKE DETECTOR IS MISSING, DOES NOT WORK PROPERLY, OR IS OUT OF DATE.	Units 604,708,304,204,101,302
9	11/30/2022	426 [371.10(b)]: THE OCCUPANT OF A DWELLING UNIT SHALL BE RESPONSIBLE FOR MAINTAINING IN A CLEAN AND SANITARY CONDITION THAT PART OF THE DWELLING UNIT OR DWELLING STRUCTURE WHICH HE OCCUPIES AND CONTROLS.	205
10	11/30/2022	472 [369.13]: THE KITCHEN SINK HOT WATER FAUCET IS LEAKING	Unit 808,301
11	11/30/2022	523 [369.13]: THE BATHROOM CEILING IS IN NEED OF PAINT	Unit 305,401,304,306
12	11/30/2022	528 [369.13]: THE BATHROOM CEILING IS WATER DAMAGED	Unit 708
13	11/30/2022	530 [369.16(a)]: THE BATHROOM WALLS ARE IN NEED OF PAINT	Unit 305,304,306
14	11/30/2022	531 [369.16(a)]: THE BATHROOM WALLS HAVE HOLES	Unit 708
15	11/30/2022	537 [369.16(a)]: THE BATHROOM WALL TILE IS LOOSE AND MISSING	Unit 708,504
16	11/30/2022	567 [369.13]: THE LAVATORY COLD WATER SUPPLY LINE IS LEAKING	Unit 609
17	11/30/2022	579 [369.13]: THE BATHTUB SPOUT IS LEAKING	Unit 503

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: DARIO TURIC

PHONE: 216-664-4009

EMAIL: DTuric@clevelandohio.gov

18 11/30/2022	581 [369.13]: THE BATHTUB HOT WATER FAUCET IS LEAKING	Unit 503
19 11/30/2022	582 [369.13]: THE BATHTUB COLD WATER FAUCET IS LEAKING	Unit 709
20 11/30/2022	583 [369.13]: THE BATHTUB FAUCET IS NOT SECURE	Unit 709
21 11/30/2022	632 [369.13]: THE BEDROOM CEILING IS WATER DAMAGED	Unit 605
22 11/30/2022	639 [369.16(a)]: THE BEDROOM WALLS ARE WATER DAMAGED	Unit 401
23 11/30/2022	757 [369.13]: THE LIVING ROOM CEILING HAS BEEN PEELING OFF	501,806
24 11/30/2022	760 [369.13]: THE LIVING ROOM CEILING IS WATER DAMAGED	Unit 401,504,503
25 11/30/2022	764 [369.13]: THE LIVING ROOM WALLS HAVE PEELING PAINT	Unit 501,807,301
26 11/30/2022	767 [369.16(a)]: THE LIVING ROOM WALLS ARE WATER DAMAGED	Unit 401
27 11/30/2022	788 [369.13]: THE LIVING ROOM FLOOR LINOLEUM IS LOOSE AND TORN	306
28 11/30/2022	831 [369.13]: THE DINING ROOM WALLS HAVE PEELING PAINT	Unit 305,301,

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: DARIO TURIC

PHONE: 216-664-4009

EMAIL: DTuric@clevelandohio.gov

THE CITY OF CLEVELAND  
DEPARTMENT OF BUILDING & HOUSING  
DIVISION OF CODE ENFORCEMENT  
601 LAKESIDE AVE. CLEVELAND, OH 44114

NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES

WARD: 4

ISSUE DATE: 1/20/2023

CENSUS TRACT: 119502

PPN: 12910001

PROP. ADDRESS: 12600 Shaker BLVD, APT# 405a, AKA: 12500 SHAKER BLVD, CLEVELAND, OH  
Cleveland, OH 44120 44120

----- RESPONSIBLE PARTY(S) -----

LERETA  
1123 S. PARKVIEW DR  
COVINA, CA 91724

% THE CHETRIT ORGANIZATION-C/O MICHAEL CHETRIT  
512 SEVENTH AVE 16TH FLOOR  
NEW YORK, NY 10018

METROPOLITAN COMMERCIAL BANK  
99 PARK AVE  
NEW YORK, NY 10016

NATIONAL REGISTERED AGENTS, INC  
4400 EASTON COMMON WAY, STE 125  
COLUMBUS, OH 43219

NATIONAL REGISTERED AGENTS, INC  
1209 ORANGE ST  
WILMINGTON, DE 19801

SHAKER HEIGHTS APARTMENTS OWNER, LLC  
12500 SHAKER BLVD  
CLEVELAND, OH 44120

SHAKER HEIGHTS APARTMENTS OWNER, LLC  
8033 RIDREWAY AVE  
SKOKIE, IL 60076

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:  
216.664.2030

EMAIL:  
RHARTMAN@CLEVELANDOHIO.GOV



SHAKER HEIGHTS APARTMENTS OWNER, LLC  
12701 SHAKER BLVD  
CLEVELAND, OH 44120

SHAKER HEIGHTS APARTMENTS OWNER, LLC  
901 CORPORATE CENTER DR  
POMONA, CA 91768

OCCUP./USE: R-2 Residential - Non-transient;  
Apartments (Shared Egress)

INSPECTION DATE: 01/17/2023

KIND OF STRUCTURE: High-Rise Building

**VIOLATION #: V23001138**

ZONING DISTRICT:

NUMBER OF DWELLING UNITS:

TYPE OF VIOLATION: HVAC

THIS NOTICE SHALL BE COMPLIED WITH AND ALL VIOLATIONS CORRECTED BY THE BELOW LISTED "COMPLY DATE".

FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN PROSECUTIVE ACTION OR PENALTY AS PROVIDED BY LAW.

PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

**RIGHT TO APPEAL**

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall  
601 Lakeside Avenue, Room 516  
Cleveland, Ohio 44114

SEQ NO	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
1	02/19/2023	1 [3109.09]: THE OWNER OF THE PREMISES SUBJECT TO THE PROVISIONS OF THIS BUILDING CODE SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE STANDARDS SET FORTH HEREIN. HE SHALL REMAIN RESPONSIBLE THEREFORE, REGARDLESS OF THE FACT CERTAIN RESPONSIBILITIES MAY ALSO BE PLACED ON OPERATORS OR AGENT AND REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND ANYONE ELSE AS TO WHOM SHALL ASSUME SUCH RESPONSIBILITIES. THE OWNER SHALL REMAIN RESPONSIBLE FOR THE ELIMINATION OF ANY VIOLATION FOUND ON HIS PREMISES, REGARDLESS OF ANY AGREEMENT BETWEEN OWNERS AND OTHERS.	

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:  
216.664.2030

EMAIL:  
RHARTMAN@CLEVELANDOHIO.GOV

- 2 02/19/2023 13 [3131.04(A)]: HEATING SYSTEMS SHALL BE DESIGNED, INSTALLED AND OPERATED TO MAINTAIN INSIDE AIR TEMPERATURES OF NOT LESS THAN 70 DEGREES F.
- 3 02/19/2023 16 [3131.09(A)]: INSPECTION AND APPROVAL: ALL HEATING, VENTILATING OR AIR CONDITIONING SYSTEMS INSTALLED OR ALTERED SHALL BE INSPECTED AND SUBJECT TO APPROVAL BY THE COMMISSIONER WHILE IN THE PROCESS OF INSTALLATION AND UPON COMPLETION IN THE FOLLOWING STAGES.
- 4 02/19/2023 17 [3131.09(1)]: WHEN SYSTEM HAS BEEN ROUGHED IN AND CONNECTED.
- 5 02/19/2023 19 [3131.09(3)]: ALTERATION WORK, ALL NEW WORK SHALL BE INSPECTED.
- 6 02/19/2023 2 [3101.1]: GENERAL MAINTENANCE REQUIREMENTS: ALL STRUCTURES AND ALL PARTS THEREOF, BOTH EXTERIOR AND INTERIOR SHALL BE CAPABLE OF PERFORMING THE FUNCTIONS FOR WHICH SUCH STRUCTURE OR PART OR ANY FEATURE THEREOF, WAS DESIGNED OR INTENDED TO BE USED. ALL EQUIPMENT AND FACILITIES APPURTENANT TO A STRUCTURE SHALL BE MAINTAINED IN A GOOD AND SAFE WORKING ORDER.
- 7 02/19/2023 20 [3131.09(B)]: NO WORK SHALL BE COVERED UP OR OTHERWISE CONCEALED BEFORE IT HAS BEEN INSPECTED AND APPROVED. THE COMMISSIONER MAY REQUIRE THE REMOVAL OF ANY COVERING WHICH HAS BEEN PLACED OVER THE WORK WHICH HAS NOT BEEN INSPECTED AND APPROVED.
- 8 02/19/2023 23 [3131.1]: NAME AND ADDRESS OF INSTALLER TO BE AFFIXED. WHENEVER A HEATING, VENTILATING AIR CONDITIONING SYSTEM IS INSTALLED OR AN EXISTING SYSTEM IS REPLACED, BY OTHER THAN AN OWNER ACTING UNDER THE PROVISIONS OF SECTION 3107.02 A PLATE OR OTHER PERMANENT DEVICE SHALL BE ATTACHED TO THE CASING OR THE SYSTEM WHICH SHALL STATE THE NAME, ADDRESS AND PHONE NUMBER OF THE INSTALLER.
- 9 02/19/2023 28 [SUPPLEMENT]: IN ORDER TO COMPLY WITH ABOVE VIOLATION YOU MUST SECURE THE SERVICES OF A REGISTERED HEATING CONTRACTOR TO SUBMIT A LETTER CERTIFYING THE SAFETY OF THE ENTIRE HEATING SYSTEM.

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:  
216.664.2030

EMAIL:  
RHARTMAN@CLEVELANDOHIO.GOV

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:  
216.664.2030

EMAIL:  
RHARTMAN@CLEVELANDOHIO.GOV



STATE OF OHIO

COUNTY OF CUYAHOGA

)  
)ss: AFFIDAVIT  
)

I, Dario Turic, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am an Inspector for the Department of Building and Housing for the City of Cleveland (City"). I am at least 18 years old and competent to give testimony on all matters pertaining to 12600 Shaker Blvd, Cleveland, Ohio 44120 PPN 129-10-001 (hereinafter "The Property") with respect violations of the Codified Ordinances of the City of Cleveland

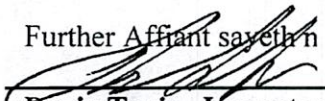
2. In the regular performance of my duties as an Inspector, I inspected The Property and I have access to and am familiar with the activities, records and accounts maintained by the City of Cleveland's Department of Building and Housing. I have personal knowledge that said records are maintained for the purpose of noting the conditions of and violations which occur at specific addresses located in the City of Cleveland. These records (which include notices, photographs, and others) are made at or near the time of occurrence or are based on information of persons with knowledge of the activities and transactions reflected in such records. In connection with making this affidavit, I personally inspected the units listed in Violation No. V22026164 and observed violations of Title IX and Title XIII of the City of Cleveland Codified Ordinances, and reviewed the business records concerning the violations found at The Property, which is the subject of this proceeding, and had the certified Notices of Violation sent to Owners and registered Statutory Agents of the Owner, Shaker Heights Apartments Owner, LLC at the tax mailing address and Property address. See Exhibits "1".

3. Affiant further states that the attached record, identified as Violation No. V220026164, Exhibit 1, lists the specific ordinances violated and relates to apartment numbers at the Property, including 505, 503, 604, 708, 304, 204, 101, 302, 205, 808, 301, 305, 401, 304, 306, 504, 609, 709, 605, 501, 806, 807, and 301. The Entrance door is broken, Exit Lights are not working, common hallway ceilings and walls have cracks, holes and loose material, and smoke detectors are missing.

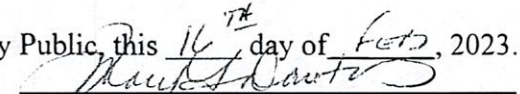
4. The City issued to the Owner the of Building and Housing Ordinances on October 31, 2022 as shown in Exhibit 1, Notice of Violation, by certified mail.

5. There have been no permits requested by the Owner to make repairs at 12600 Shaker Blvd Cleveland Ohio since the Violation notice was issued.

6. Further Affiant says etc. ht.

  
Dario Turic, Inspector

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 16<sup>th</sup> day of Feb, 2023.

  
NOTARY PUBLIC



MARY F. DAUTAS  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 4/19/2025

THE CITY OF CLEVELAND  
DEPARTMENT OF BUILDING & HOUSING  
DIVISION OF CODE ENFORCEMENT  
601 LAKESIDE AVE. CLEVELAND, OH 44114

NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES

WARD: 4

ISSUE DATE: 10/31/2022

CENSUS TRACT: 119502

PPN: 12910001

PROP. ADDRESS: 12600 SHAKER BLVD,  
CLEVELAND, OH

AKA: 12500 Shaker BLVD Cleveland, OH 44120

----- RESPONSIBLE PARTY(S) -----

SHAKER HEIGHTS APARTMENTS OWNER LLC  
8033 Ridgeway Ave  
Skokie, IL 60076

SHAKER HEIGHTS APARTMENTS OWNER LLC  
12600 Shaker BLVD Cleveland, OH 44120

----- INTERESTED PARTY(S) -----

LERETA  
1123 S PARKVIEW DR  
COVINA, CA 91724

NATIONAL REGISTERED AGENTS, INS  
4400 Easton Commons Way Suite 125  
Columbus, OH 43219

OCCUP./USE: R-2 Residential - Non-transient;  
Apartments (Shared Egress)

INSPECTION DATE: 10/24/2022

KIND OF STRUCTURE: High-Rise Building

VIOLATION #: V22026164

ZONING DISTRICT: Multi-Family

NUMBER OF DWELLING UNITS: 72

TYPE OF VIOLATION: Interior/Exterior Maintenance

THIS NOTICE SHALL BE COMPLIED WITH AND ALL VIOLATIONS CORRECTED BY THE BELOW LISTED "COMPLY DATE".

FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN PROSECUTIVE ACTION OR PENALTY AS PROVIDED BY LAW.

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: DARIO TURIC

PHONE: 216-664-  
4009

EMAIL: DTuric@clevelandohio.gov



PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

RIGHT TO APPEAL

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Cleveland City Hall  
601 Lakeside Avenue, Room 516  
Cleveland, Ohio 44114

SEQ NO	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
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2	11/30/2022	302 [4101:2-10,1023.1]: THE EXIT SIGNS MUST BE PROVIDED.	
3	11/30/2022	304 [4101:2-10,1023.3]: THE EXIT SIGN IS NOT PROVIDED WITH PROPER ILLUMINATION.	
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6	11/30/2022	337 [3101.10(a),369.13]: THE CEILINGS IN THE COMMON HALL/STAIRWAY CONTAIN CRACKS, HOLES AND LOOSE MATERIAL.	
7	11/30/2022	338 [3101.10(d),369.16]: THE WALLS IN THE COMMON HALL/STAIRWAY CONTAIN CRACKS,HOLES AND LOOSE MATERIAL.	
8	11/30/2022	392.02(a),369.13]: THE SMOKE DETECTOR IS MISSING, DOES NOT WORK PROPERLY, OR IS OUT OF DATE.	Units 604,708,304,204,101,3 02
9	11/30/2022	426 [371.10(b)]: THE OCCUPANT OF A DWELLING UNIT SHALL BE RESPONSIBLE FOR MAINTAINING IN A CLEAN AND SANITARY CONDITION THAT PART OF THE DWELLING UNIT OR DWELLING STRUCTURE WHICH HE OCCUPIES AND CONTROLS.	205
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11	11/30/2022	523 [369.13]: THE BATHROOM CEILING IS IN NEED OF PAINT	Unit 305,401,304,306
12	11/30/2022	528 [369.13]: THE BATHROOM CEILING IS WATER DAMAGED	Unit 708
13	11/30/2022	530 [369.16(a)]: THE BATHROOM WALLS ARE IN NEED OF PAINT	Unit 305,304,306
14	11/30/2022	531 [369.16(a)]: THE BATHROOM WALLS HAVE HOLES	Unit 708
15	11/30/2022	537 [369.16(a)]: THE BATHROOM WALL TILE IS LOOSE AND MISSING	Unit 708,504
16	11/30/2022	567 [369.13]: THE LAVATORY COLD WATER SUPPLY LINE IS LEAKING	Unit 609
17	11/30/2022	579 [369.13]: THE BATHTUB SPOUT IS LEAKING	Unit 503

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: DARIO TURIC

PHONE: 216-664-4009

EMAIL: DTuric@clevelandohio.gov



18 11/30/2022	581 [369.13]: THE BATHTUB HOT WATER FAUCET IS LEAKING	Unit 503
19 11/30/2022	582 [369.13]: THE BATHTUB COLD WATER FAUCET IS LEAKING	Unit 709
20 11/30/2022	583 [369.13]: THE BATHTUB FAUCET IS NOT SECURE	Unit 709
21 11/30/2022	632 [369.13]: THE BEDROOM CEILING IS WATER DAMAGED	Unit 605
22 11/30/2022	639 [369.16(a)]: THE BEDROOM WALLS ARE WATER DAMAGED	Unit 401
23 11/30/2022	757 [369.13]: THE LIVING ROOM CEILING HAS BEEN PEELING OFF	501,806
24 11/30/2022	760 [369.13]: THE LIVING ROOM CEILING IS WATER DAMAGED	Unit 401,504,503
25 11/30/2022	764 [369.13]: THE LIVING ROOM WALLS HAVE PEELING PAINT	Unit 501,807,301
26 11/30/2022	767 [369.16(a)]: THE LIVING ROOM WALLS ARE WATER DAMAGED	Unit 401
27 11/30/2022	788 [369.13]: THE LIVING ROOM FLOOR LINOLEUM IS LOOSE AND TORN	306
28 11/30/2022	831 [369.13]: THE DINING ROOM WALLS HAVE PEELING PAINT	Unit 305,301,

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: DARIO TURIC

PHONE: 216-664-4009

EMAIL: DTuric@clevelandohio.gov

STATE OF OHIO

COUNTY OF CUYAHOGA

)  
)ss: **AFFIDAVIT**  
)

I Rebecca Hartman , the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

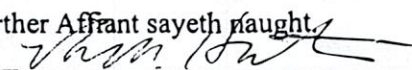
1. That I am an Inspector for the Department of Building and Housing for the City of Cleveland (City"). I am at least 18 years old and competent to give testimony on all matters pertaining to 12600 Shaker Blvd, Cleveland, Ohio 44120 PPN 129-10-001 (hereinafter "The Property") with respect violations of the Codified Ordinances of the City of Cleveland

2. In the regular performance of my duties as an Inspector, I inspected The Property and I have access to and am familiar with the activities, records and accounts maintained by the City of Cleveland's Department of Building and Housing. I have personal knowledge that said records are maintained for the purpose of noting the conditions of and violations which occur at specific addresses located in the City of Cleveland. These records (which include notices, photographs, and others) are made at or near the time of occurrence or are based on information of persons with knowledge of the activities and transactions reflected in such records. In connection with making this affidavit, I personally inspected the units listed in Violation No. V23001138 and observed violations of Title IX and Title XIII of the City of Cleveland Codified Ordinances, and reviewed the business records concerning the violations found at The Property, and had the certified Notices of Violation sent to Owners and registered Statutory Agents of the Owner, Shaker Heights Apartments Owner, LLC at the tax mailing address and Property address. See Exhibits "1".

3. Affiant further states that the attached record, identified as the Violation No. V23001138, Exhibit 1, lists the specific ordinances violated and relates to apartment number 405A at the Property, and the entire building lacks adequate heat.

4. The City issued to the Owner the of Building and Housing Ordinances on January 20, 2023 as shown in Exhibit 1, Notice of Violation, by certified mail.

5. There have been no permits requested by the Owner to make repairs at 12600 Shaker Blvd Cleveland Ohio since the Violation notice was issued and no letter form a registered Heating Contractor certifying the safety of the entire heating system has ben received.

6. Further Affiant sayeth naught.  
  
**Rebecca Hartman, Inspector**

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 16<sup>TH</sup> day of FEB, 2023.

  
**NOTARY PUBLIC**



MARY F. DAUTAS  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 4/19/2025

THE CITY OF CLEVELAND  
DEPARTMENT OF BUILDING & HOUSING  
DIVISION OF CODE ENFORCEMENT  
601 LAKESIDE AVE. CLEVELAND, OH 44114

NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES

WARD: 4

ISSUE DATE: 1/20/2023

CENSUS TRACT: 119502

PPN: 12910001

PROP. ADDRESS: 12600 Shaker BLVD, APT# 405a, AKA: 12500 SHAKER BLVD, CLEVELAND, OH  
Cleveland, OH 44120 44120

----- RESPONSIBLE PARTY(S) -----

LERETA  
1123 S. PARKVIEW DR  
COVINA, CA 91724

% THE CHETRIT ORGANIZATION-C/O MICHAEL CHETRIT  
512 SEVENTH AVE 16TH FLOOR  
NEW YORK, NY 10018

METROPOLITAN COMMERCIAL BANK  
99 PARK AVE  
NEW YORK, NY 10016

NATIONAL REGISTERED AGENTS, INC  
4400 EASTON COMMON WAY, STE 125  
COLUMBUS, OH 43219

NATIONAL REGISTERED AGENTS, INC  
1209 ORANGE ST  
WILMINGTON, DE 19801

SHAKER HEIGHTS APARTMENTS OWNER, LLC  
12500 SHAKER BLVD  
CLEVELAND, OH 44120

SHAKER HEIGHTS APARTMENTS OWNER, LLC  
8033 RIDREWAY AVE  
SKOKIE, IL 60076

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:  
216.664.2030

EMAIL:  
RHARTMAN@CLEVELANDOHIO.GOV



SHAKER HEIGHTS APARTMENTS OWNER, LLC  
12701 SHAKER BLVD  
CLEVELAND, OH 44120

SHAKER HEIGHTS APARTMENTS OWNER, LLC  
901 CORPORATE CENTER DR  
POMONA, CA 91768

OCCUP./USE: R-2 Residential - Non-transient;  
Apartments (Shared Egress)

KIND OF STRUCTURE: High-Rise Building

ZONING DISTRICT:

NUMBER OF DWELLING UNITS:

TYPE OF VIOLATION: HVAC

INSPECTION DATE: 01/17/2023

VIOLATION #: V23001138

THIS NOTICE SHALL BE COMPLIED WITH AND ALL VIOLATIONS CORRECTED BY THE BELOW LISTED "COMPLY DATE".

FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN PROSECUTIVE ACTION OR PENALTY AS PROVIDED BY LAW.

PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

**RIGHT TO APPEAL**

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall  
601 Lakeside Avenue, Room 516  
Cleveland, Ohio 44114

SEQ NO	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
1	02/19/2023	1 [3109.09]: THE OWNER OF THE PREMISES SUBJECT TO THE PROVISIONS OF THIS BUILDING CODE SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE STANDARDS SET FORTH HEREIN. HE SHALL REMAIN RESPONSIBLE THEREFORE, REGARDLESS OF THE FACT CERTAIN RESPONSIBILITIES MAY ALSO BE PLACED ON OPERATORS OR AGENT AND REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND ANYONE ELSE AS TO WHOM SHALL ASSUME SUCH RESPONSIBILITIES. THE OWNER SHALL REMAIN RESPONSIBLE FOR THE ELIMINATION OF ANY VIOLATION FOUND ON HIS PREMISES, REGARDLESS OF ANY AGREEMENT BETWEEN OWNERS AND OTHERS.	

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:  
216.664.2030

EMAIL:  
RHARTMAN@CLEVELANDOHIO.GOV

- 2 02/19/2023 13 [3131.04(A)]: HEATING SYSTEMS SHALL BE DESIGNED, INSTALLED AND OPERATED TO MAINTAIN INSIDE AIR TEMPERATURES OF NOT LESS THAN 70 DEGREES F.
- 3 02/19/2023 16 [3131.09(A)]: INSPECTION AND APPROVAL: ALL HEATING, VENTILATING OR AIR CONDITIONING SYSTEMS INSTALLED OR ALTERED SHALL BE INSPECTED AND SUBJECT TO APPROVAL BY THE COMMISSIONER WHILE IN THE PROCESS OF INSTALLATION AND UPON COMPLETION IN THE FOLLOWING STAGES.
- 4 02/19/2023 17 [3131.09(1)]: WHEN SYSTEM HAS BEEN ROUGHED IN AND CONNECTED.
- 5 02/19/2023 19 [3131.09(3)]: ALTERATION WORK, ALL NEW WORK SHALL BE INSPECTED.
- 6 02/19/2023 2 [3101.1]: GENERAL MAINTENANCE REQUIREMENTS: ALL STRUCTURES AND ALL PARTS THEREOF, BOTH EXTERIOR AND INTERIOR SHALL BE CAPABLE OF PERFORMING THE FUNCTIONS FOR WHICH SUCH STRUCTURE OR PART OR ANY FEATURE THEREOF, WAS DESIGNED OR INTENDED TO BE USED. ALL EQUIPMENT AND FACILITIES APPURTENANT TO A STRUCTURE SHALL BE MAINTAINED IN A GOOD AND SAFE WORKING ORDER.
- 7 02/19/2023 20 [3131.09(B)]: NO WORK SHALL BE COVERED UP OR OTHERWISE CONCEALED BEFORE IT HAS BEEN INSPECTED AND APPROVED. THE COMMISSIONER MAY REQUIRE THE REMOVAL OF ANY COVERING WHICH HAS BEEN PLACED OVER THE WORK WHICH HAS NOT BEEN INSPECTED AND APPROVED.
- 8 02/19/2023 23 [3131.1]: NAME AND ADDRESS OF INSTALLER TO BE AFFIXED. WHENEVER A HEATING, VENTILATING AIR CONDITIONING SYSTEM IS INSTALLED OR AN EXISTING SYSTEM IS REPLACED, BY OTHER THAN AN OWNER ACTING UNDER THE PROVISIONS OF SECTION 3107.02 A PLATE OR OTHER PERMANENT DEVICE SHALL BE ATTACHED TO THE CASING OR THE SYSTEM WHICH SHALL STATE THE NAME, ADDRESS AND PHONE NUMBER OF THE INSTALLER.
- 9 02/19/2023 28 [SUPPLEMENT]: IN ORDER TO COMPLY WITH ABOVE VIOLATION YOU MUST SECURE THE SERVICES OF A REGISTERED HEATING CONTRACTOR TO SUBMIT A LETTER CERTIFYING THE SAFETY OF THE ENTIRE HEATING SYSTEM.

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:  
216.664.2030

EMAIL:  
RHARTMAN@CLEVELANDOHIO.GOV

---

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:  
216.664.2030

EMAIL:  
RHARTMAN@CLEVELANDOHIO.GOV



STATE OF OHIO

)

)ss: AFFIDAVIT

)

COUNTY OF CUYAHOGA

I, RONALD JAMES, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 1270 J Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 1270 J Shaker Blvd., Apt. 406 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.
2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.
3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.
4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.
5. The problems that I have in my particular unit include NO HEAT OR WATER OR REIMBURSEMENT FOR TIME IN MOTEL FOR BLACK MOLD PROBLEM.
6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.
7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Ronald James  
Printed Name RONALD JAMES

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 25th day of February, 2023.



Allan B. Dreyer  
NOTARY PUBLIC

STATE OF OHIO

)

)ss: AFFIDAVIT

)

COUNTY OF CUYAHOGA

I, Lucinda Burrell, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12701 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12701 Shaker Blvd., Apt. 410 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include the matter of the  
Heat and inconsistent or consistency, Door in the Kitchen Cabinet  
and small roaches. (off the hinges)

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Lucinda Burrell  
Printed Name Lucinda Burrell

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 25<sup>th</sup> day of February, 2023.

Jul B. Wjz  
NOTARY PUBLIC



EXHIBIT I



STATE OF OHIO

)

)ss: AFFIDAVIT

)

COUNTY OF CUYAHOGA

*MARY C. DADGE CARTER*

I, \_\_\_\_\_, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12701 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12701 Shaker Blvd., Apt. 617 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include 4). Water damage in master bedroom, collapsing ceiling in master bath, kitchen counter top buckling.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

*Mary C. Dadge Carter*  
Printed Name MARY C. DADGE CARTER

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 25<sup>th</sup> day of February, 2023.



*Allan B. Dreyer*  
NOTARY PUBLIC



STATE OF OHIO

)

)ss: AFFIDAVIT

)

COUNTY OF CUYAHOGA

I, Anderson Waldon, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at Residences Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12901 Shaker Blvd., Apt. 414 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include 3x4 ft. Hole in Bathroom,  
No Kitchen Cabinets, Electrical Short in Kitchen Ceiling Light,  
Random Heating, Constant interruptions with water, pest  
infestation, (When water is provided it's random temperatures.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Anderson Waldon  
Printed Name Anderson Waldon

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 1<sup>st</sup> day of March, 2023.

Allan B. Dreyer  
NOTARY PUBLIC



EXHIBIT K



STATE OF OHIO

COUNTY OF CUYAHOGA

)  
)ss: AFFIDAVIT  
)

I, Georgia Turner the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12500 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12500 Shaker Blvd., Apt. 206B Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include I offer Mrs. Holyfield my rent and she refuse to take it saying I owe \$950 and then her and Mr. White went down and said it was \$744. But it was a lease, I did not sign and went to put my money in escrow, but they would not take it.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system. And my apartment wall is leaking inside the wall and the paint is crumbling that might lead to black mold.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Georgia Turner  
Printed Name GEORGIA TURNER

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 27th day of February, 2023.

Allan B. Dreyer  
NOTARY PUBLIC



EXHIBIT L



STATE OF OHIO

COUNTY OF CUYAHOGA

)  
)ss: AFFIDAVIT  
)

I, RONALD MOSS the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12500 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12500 Shaker Blvd., Apt. 405 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include WATER DAMAGE OF CARPET IN BACK Room / plaster in Bathroom / water leaking in Bathroom sink / window plastic broken and air come in / Center Top pulling away from wall / AND OTHERS

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

RONALD MOSS  
Printed Name Ronald Moss

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 25 day of FEB, 2023.

ALLAN B. DREYER  
NOTARY PUBLIC



EXHIBIT M

STATE OF OHIO

)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

)

I, REGINA BURTON the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12500 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12500 Shaker Blvd., Apt. 505 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include My Kitchen Need To Be TOTAL REMODELED. I WAS SERVED A SUMMONS STATING MY RENT WAS NOT PAID IN FULL BEFORE I PUT MY RENT IN ESCROW

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Regina Burton  
Printed Name REGINA BURTON

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 23<sup>rd</sup> day of February, 2023

[Signature]  
NOTARY PUBLIC





STATE OF OHIO

COUNTY OF CUYAHOGA

)  
)ss: AFFIDAVIT  
)

I, GRACE FLEETWOOD, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12500 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 504 B Shaker Blvd., Apt. 504 B Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include CLOUDY HOT WATER IN KITCHEN  
HEAT COMES ON THEN GOES OFF IT ISN'T STEADY HEAT  
I HAVE TO USE AN INHALER BECAUSE NOTHING WAS DONE WHEN I HAD Flood  
Flood.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Grace Fleetwood  
Printed Name GRACE FLEETWOOD

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 27<sup>th</sup> day of February, 2023.



My B. Dreyer  
NOTARY PUBLIC



DATE/TIME	EVENT	TYPE	LOCATION
10/8/2021 0:08	<a href="#">202100310939</a>	DVX	12701 SHAKER BLVD CLEV,705
10/23/2021 1:22	<a href="#">202100327161</a>	PRWL	12701 SHAKER BLVD CLEV
10/29/2021 12:45	<a href="#">202100333616</a>	CWEL	12701 SHAKER BLVD CLEV,611A
10/30/2021 12:36	<a href="#">202100334633</a>	FRAU	12701 SHAKER BLVD CLEV,708
11/1/2021 10:50	<a href="#">202100336484</a>	DMG	12701 SHAKER BLVD CLEV,702
11/5/2021 22:28	<a href="#">202100341083</a>	MNTL	12701 SHAKER BLVD CLEV,408
11/6/2021 12:35	<a href="#">202100341580</a>	GTV	12701 SHAKER BLVD CLEV
11/17/2021 9:55	<a href="#">202100352461</a>	RC1	12701 SHAKER BLVD CLEV,604
11/21/2021 2:35	<a href="#">202100356274</a>	MNTL	12701 SHAKER BLVD CLEV,408
11/23/2021 12:10	<a href="#">202100358462</a>	RC1	12701 SHAKER BLVD CLEV,604
12/5/2021 0:11	<a href="#">202100369171</a>	DIST	12701 SHAKER BLVD CLEV,504
12/15/2021 10:43	<a href="#">202100378996</a>	RC1	12701 SHAKER BLVD CLEV,403
12/27/2021 17:54	<a href="#">202100389527</a>	AC	12701 SHAKER BLVD CLEV
1/22/2022 9:42	<a href="#">202200019576</a>	DMG	12701 SHAKER BLVD CLEV,604
2/4/2022 11:43	<a href="#">202200032199</a>	DVX	12701 SHAKER BLVD CLEV
2/7/2022 18:46	<a href="#">202200035651</a>	RFS	12701 SHAKER BLVD CLEV
2/18/2022 11:09	<a href="#">202200046076</a>	RFS	12701 SHAKER BLVD CLEV
2/20/2022 17:09	<a href="#">202200048321</a>	SA	12701 SHAKER BLVD CLEV,202
2/20/2022 18:35	<a href="#">202200048379</a>	TRS	12701 SHAKER BLVD CLEV
2/20/2022 20:27	<a href="#">202200048454</a>	TRS	12701 SHAKER BLVD CLEV
2/21/2022 10:42	<a href="#">202200048928</a>	TEST	12701 SHAKER BLVD CLEV
3/4/2022 15:27	<a href="#">202200059933</a>	ALMR	12701 SHAKER BLVD CLEV,604
3/14/2022 18:26	<a href="#">202200070060</a>	GTV	12701 SHAKER BLVD CLEV,211
3/14/2022 21:29	<a href="#">202200070245</a>	TEST	12701 SHAKER BLVD CLEV
3/19/2022 13:50	<a href="#">202200075299</a>	ASX	12701 SHAKER BLVD CLEV,211
3/22/2022 8:23	<a href="#">202200077866</a>	SLMP	12701 SHAKER BLVD CLEV
4/9/2022 14:57	<a href="#">202200096763</a>	CDX	12701 SHAKER BLVD CLEV
4/25/2022 0:08	<a href="#">202200112870</a>	GTV	12701 SHAKER BLVD CLEV,706
4/30/2022 22:57	<a href="#">202200119269</a>	CWEL	12701 SHAKER BLVD CLEV,503
5/1/2022 20:06	<a href="#">202200120111</a>	FASX	12701 SHAKER BLVD CLEV,802
6/4/2022 13:19	<a href="#">202200157087</a>	ASX	12701 SHAKER BLVD CLEV,303
6/4/2022 21:34	<a href="#">202200157543</a>	ASTC	12701 SHAKER BLVD CLEV,303
6/5/2022 11:24	<a href="#">202200158076</a>	FRAU	12701 SHAKER BLVD CLEV,303
6/13/2022 7:54	<a href="#">202200166319</a>	BLOC	12701 SHAKER BLVD CLEV
6/27/2022 19:59	<a href="#">202200182938</a>	WPN1	12701 SHAKER BLVD CLEV
6/27/2022 20:03	<a href="#">202200182943</a>	FIT	12701 SHAKER BLVD CLEV,303
6/27/2022 22:00	<a href="#">202200183047</a>	PC	12701 SHAKER BLVD CLEV
7/15/2022 14:34	<a href="#">202200202747</a>	SUCX	12701 SHAKER BLVD CLEV,604
7/24/2022 21:14	<a href="#">202200213024</a>	SA	12701 SHAKER BLVD CLEV
8/3/2022 14:07	<a href="#">202200223523</a>	CWEL	12701 SHAKER BLVD CLEV,508A
8/11/2022 22:11	<a href="#">202200233015</a>	SUCX	12701 SHAKER BLVD CLEV,508A
9/6/2022 14:06	<a href="#">202200260735</a>	INFC	12701 SHAKER BLVD CLEV
9/8/2022 9:28	<a href="#">202200262787</a>	THTX	12701 SHAKER BLVD CLEV,603



9/17/2022 0:18	<a href="#">202200272584</a>	CDX	12701 SHAKER BLVD CLEV,216
9/21/2022 7:49	<a href="#">202200277208</a>	ARST	12701 SHAKER BLVD CLEV

DATE/TIME	EVENT	TYPE	LOCATION
10/7/2021 8:00	<a href="#">202100310075</a>	GTV	12600 SHAKER BLVD CLEV,601A: @SHAKER PRESIDENTIAL APTS
10/8/2021 10:12	<a href="#">202100311266</a>	INFC	12600 SHAKER BLVD CLEV,601A: @SHAKER PRESIDENTIAL APTS
10/16/2021 12:44	<a href="#">202100320496</a>	PCX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/17/2021 12:21	<a href="#">202100321445</a>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/19/2021 1:45	<a href="#">202100322954</a>	SPOT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/26/2021 7:06	<a href="#">202100330155</a>	RC1	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 203
10/28/2021 12:36	<a href="#">202100332528</a>	PE	12600 SHAKER BLVD CLEV,609: @SHAKER PRESIDENTIAL APTS
11/11/2021 22:15	<a href="#">202100347276</a>	TFC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
12/3/2021 11:56	<a href="#">202100367607</a>	DVX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,706A
1/16/2022 13:36	<a href="#">202200013756</a>	CWEL	12600 SHAKER BLVD CLEV,307: @SHAKER PRESIDENTIAL APTS
1/17/2022 11:56	<a href="#">202200014565</a>	CWEL	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 307
1/18/2022 2:22	<a href="#">202200015190</a>	WPN1	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
1/21/2022 23:40	<a href="#">202200019283</a>	THT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,807
1/22/2022 21:17	<a href="#">202200020102</a>	SLMP	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
1/23/2022 22:11	<a href="#">202200020985</a>	ENA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 202
2/8/2022 15:27	<a href="#">202200036524</a>	SA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,705
2/12/2022 2:06	<a href="#">202200040071</a>	PEX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 801
2/12/2022 2:44	<a href="#">202200040091</a>	SA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 801
2/16/2022 18:39	<a href="#">202200044454</a>	NVFT	12600 SHAKER BLVD CLEV,206: @SHAKER PRESIDENTIAL APTS
3/5/2022 0:57	<a href="#">202200060393</a>	TRUN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
3/5/2022 4:51	<a href="#">202200060510</a>	CDX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,807
3/5/2022 10:53	<a href="#">202200060696</a>	PC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,201
3/7/2022 10:56	<a href="#">202200062886</a>	PE	12600 SHAKER BLVD CLEV: 807 @SHAKER PRESIDENTIAL APTS
4/6/2022 16:32	<a href="#">202200093651</a>	THFT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 202
4/22/2022 17:38	<a href="#">202200110246</a>	PV	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
5/21/2022 0:56	<a href="#">202200141086</a>	TRUN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
5/27/2022 4:38	<a href="#">202200147815</a>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS



5/27/2022 4:45	<a href="#">202200147822</a>	BCST	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
6/24/2022 7:22	<a href="#">202200179153</a>	DVX	12600 SHAKER BLVD CLEV,205: @SHAKER PRESIDENTIAL APTS
6/24/2022 8:29	<a href="#">202200179194</a>	REPT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
7/15/2022 10:42	<a href="#">202200202530</a>	NVFT	12600 SHAKER BLVD CLEV,2088: @SHAKER PRESIDENTIAL APTS
7/21/2022 15:51	<a href="#">202200209380</a>	SUCT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
7/24/2022 11:00	<a href="#">202200212553</a>	DVX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,208
8/10/2022 19:06	<a href="#">202200231705</a>	SUCT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
8/18/2022 22:44	<a href="#">202200240461</a>	SUCT	12600 SHAKER BLVD CLEV,706A: @SHAKER PRESIDENTIAL APTS
8/24/2022 22:34	<a href="#">202200246962</a>	DVX	12600 SHAKER BLVD CLEV,208: @SHAKER PRESIDENTIAL APTS
8/25/2022 22:15	<a href="#">202200248091</a>	DPPU	12600 SHAKER BLVD CLEV,208A: @SHAKER PRESIDENTIAL APTS
9/9/2022 13:48	<a href="#">202200264206</a>	INFN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
9/14/2022 14:01	<a href="#">202200269735</a>	CWEL	12600 SHAKER BLVD CLEV,706: @SHAKER PRESIDENTIAL APTS
9/16/2022 11:38	<a href="#">202200271851</a>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
9/17/2022 21:58	<a href="#">202200273569</a>	THFT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,704
9/28/2022 15:07	<a href="#">202200284630</a>	MTLV	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,403A
9/28/2022 23:55	<a href="#">202200285064</a>	PC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 301
9/30/2022 11:17	<a href="#">202200286521</a>	TRUN	12600 SHAKER BLVD CLEV,208: @SHAKER PRESIDENTIAL APTS
10/4/2022 23:36	<a href="#">202200291125</a>	SUCX	12600 SHAKER BLVD CLEV,603A
10/10/2022 12:47	<a href="#">202200296721</a>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS



DATE/TIME	EVENT	TYPE	LOCATION
11/2/2021 21:19	<a href="#">202100338177</a>	TRUN	12500 SHAKER BLVD CLEV,605
11/20/2021 19:57	<a href="#">202100355989</a>	DVX	12500 SHAKER BLVD CLEV,101B
11/20/2021 20:42	<a href="#">202100356012</a>	DVX	12500 SHAKER BLVD CLEV,101B
11/23/2021 20:25	<a href="#">202100358915</a>	MNTL	12500 SHAKER BLVD CLEV,605
11/24/2021 23:25	<a href="#">202100360021</a>	CDX	12500 SHAKER BLVD CLEV,209
11/30/2021 18:33	<a href="#">202100364903</a>	CDX	12500 SHAKER BLVD CLEV
12/8/2021 18:54	<a href="#">202100372740</a>	ANIV	12500 SHAKER BLVD CLEV,602
12/16/2021 16:06	<a href="#">202100380290</a>	AS	12500 SHAKER BLVD CLEV,801B
1/19/2022 13:37	<a href="#">202200016754</a>	RFS	12500 SHAKER BLVD CLEV
1/25/2022 3:17	<a href="#">202200022055</a>	PV	12500 SHAKER BLVD CLEV
2/1/2022 12:15	<a href="#">202200029173</a>	MPHC	12500 SHAKER BLVD CLEV,806B
2/7/2022 10:52	<a href="#">202200035173</a>	PV	12500 SHAKER BLVD CLEV
2/8/2022 10:38	<a href="#">202200036217</a>	THFT	12500 SHAKER BLVD CLEV,705
2/9/2022 11:05	<a href="#">202200037307</a>	PROB	12500 SHAKER BLVD CLEV,806
2/10/2022 5:28	<a href="#">202200038140</a>	PCX	12500 SHAKER BLVD CLEV
2/12/2022 19:56	<a href="#">202200040703</a>	THFT	12500 SHAKER BLVD CLEV
2/16/2022 13:12	<a href="#">202200044103</a>	MPHC	12500 SHAKER BLVD CLEV,806B
2/18/2022 10:12	<a href="#">202200046031</a>	INFN	12500 SHAKER BLVD CLEV,806B
2/18/2022 10:16	<a href="#">202200046036</a>	BLOC	12500 SHAKER BLVD CLEV
2/18/2022 18:51	<a href="#">202200046465</a>	MPR	12500 SHAKER BLVD CLEV,806-B
2/20/2022 4:22	<a href="#">202200047884</a>	DIST	12500 SHAKER BLVD CLEV
2/21/2022 3:32	<a href="#">202200048725</a>	TRUN	12500 SHAKER BLVD CLEV,609B
3/5/2022 18:54	<a href="#">202200061108</a>	PFD	12500 SHAKER BLVD CLEV,804B
3/13/2022 23:29	<a href="#">202200069277</a>	SHOT	12500 SHAKER BLVD CLEV,603
3/13/2022 23:36	<a href="#">202200069284</a>	SHOT	12500 SHAKER BLVD CLEV
3/13/2022 23:51	<a href="#">202200069290</a>	DIST	12500 SHAKER BLVD CLEV,806
3/21/2022 9:36	<a href="#">202200076883</a>	HS	12500 SHAKER BLVD CLEV,L1B
3/27/2022 6:50	<a href="#">202200082940</a>	DVX	12500 SHAKER BLVD CLEV,806B
3/29/2022 12:15	<a href="#">202200084899</a>	DVX	12500 SHAKER BLVD CLEV,L6D
4/8/2022 19:37	<a href="#">202200095985</a>	PV	12500 SHAKER BLVD CLEV
4/14/2022 16:30	<a href="#">202200102199</a>	PV	12500 SHAKER BLVD CLEV
4/23/2022 7:49	<a href="#">202200110802</a>	RFS	12500 SHAKER BLVD CLEV
4/27/2022 13:46	<a href="#">202200115539</a>	RC1	12500 SHAKER BLVD CLEV
4/28/2022 14:22	<a href="#">202200116679</a>	THFT	12500 SHAKER BLVD CLEV,401
5/1/2022 21:07	<a href="#">202200120160</a>	PV	12500 SHAKER BLVD CLEV
5/17/2022 17:59	<a href="#">202200137398</a>	RFS	12500 SHAKER BLVD CLEV
5/18/2022 20:40	<a href="#">202200138671</a>	MPHC	12500 SHAKER BLVD CLEV,806
5/18/2022 23:26	<a href="#">202200138788</a>	NFH	12500 SHAKER BLVD CLEV
5/21/2022 11:22	<a href="#">202200141481</a>	RC1	12500 SHAKER BLVD CLEV,504
5/21/2022 17:38	<a href="#">202200141818</a>	THT	12500 SHAKER BLVD CLEV,407
5/23/2022 19:24	<a href="#">202200144033</a>	THFT	12500 SHAKER BLVD CLEV,504
5/28/2022 15:48	<a href="#">202200149294</a>	DMG	12500 SHAKER BLVD CLEV,805B
5/31/2022 12:45	<a href="#">202200152458</a>	RC1	12500 SHAKER BLVD CLEV,401



6/9/2022 8:15	<a href="#">202200162033</a>	MPA	12500 SHAKER BLVD CLEV,806B
6/9/2022 21:43	<a href="#">202200162843</a>	MPR	12500 SHAKER BLVD CLEV,806B
6/24/2022 20:11	<a href="#">202200179817</a>	CDX	12500 SHAKER BLVD CLEV,705
6/25/2022 9:25	<a href="#">202200180380</a>	ASTC	12500 SHAKER BLVD CLEV,705
6/25/2022 14:29	<a href="#">202200180626</a>	ASTC	12500 SHAKER BLVD CLEV,705
6/27/2022 10:14	<a href="#">202200182430</a>	CDX	12500 SHAKER BLVD CLEV,705
7/2/2022 8:28	<a href="#">202200187798</a>	PC	12500 SHAKER BLVD CLEV,603
8/6/2022 18:07	<a href="#">202200227242</a>	PV	12500 SHAKER BLVD CLEV
8/30/2022 12:07	<a href="#">202200252970</a>	PV	12500 SHAKER BLVD CLEV
8/31/2022 17:37	<a href="#">202200254459</a>	PC	12500 SHAKER BLVD CLEV,705B
8/31/2022 21:47	<a href="#">202200254741</a>	SPOT	12500 SHAKER BLVD CLEV
9/1/2022 15:49	<a href="#">202200255546</a>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 7:05	<a href="#">202200256227</a>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 9:09	<a href="#">202200256324</a>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 9:56	<a href="#">202200256356</a>	HS	12500 SHAKER BLVD CLEV
9/4/2022 11:49	<a href="#">202200258756</a>	INFC	12500 SHAKER BLVD CLEV,705B
9/4/2022 14:46	<a href="#">202200258865</a>	INFC	12500 SHAKER BLVD CLEV,705B
9/22/2022 23:08	<a href="#">202200279125</a>	PV	12500 SHAKER BLVD CLEV
10/5/2022 18:34	<a href="#">202200291977</a>	ANI	12500 SHAKER BLVD CLEV,304

CRIMES AGAINST PERSONS	PRIORITY 1		PRIORITY 2		PRIORITY 3		PRIORITY 4 & 5	
	DOAX - Dead body/susp on scene in area DOAV - Dead body/suspected violence DVX - DV Asst/Threats, susp on scene/in area FASX - Fel Asst/susp on scene/in area HATE - Hate crime/ethnic intimidation HLP1 - Asst Police/Fire/Aux in trouble HSTX - Hostage situation KNP - Kidnapping/abduction LURE - Attempt to lure child MPHC - Missing person - handicapped MPI - Missing person - juvenile ROBX - Robbery in prog/just occurred SO1 - Sex offense in prog/just occ/child victim SUCX - Suicide in progress/just occ/jumpers WPNI - Person threatening w/weapon ATWA - Accident: Train/Water/Air	ASX - Asst/suspect on scene/in area DPPU - Asst to get prop/DV potential exists DV - DV/susp not on scene/in area ENA - Endangering (child, elderly etc.) FAS - Felonious asst/susp not on scene/area FHSP - Felony crime/vict at hospital FIT - Fight in progress ROB - Robbery - cold crime, report only SO2 - Sex offense/cold crime, report only SCRM - Person screaming STKX - Stalking/susp on scene/in area SUCT - Suicide threats THTX - Threats, susp on scene/in area WPN2 - Person carrying weapon	DMGH* - Dmg accident/hazardous DWI - Intox/impaired driver NFP* - Non-fatal/hazardous NFF - Non-fatal/pedestrian struck SLMP* - Person slumped in vehicle TFCH* - Tfc hazard, freeway or other haz location *upgrade to priority 1 if incident poses imminent threat to life.	ANIV - Vicious animal BOMB - Bomb threat CRWD - Large, rowdy crowd CU2 - Civil unrest/non-violent FRDG - Abandoned refrigerator GUNF - Gun found HAZ - Wires down/other natural hazard HAZE - Hazard/explosive HAZM - Hazardous material MTLV - Mental/violent S911 - Silent 9-1-1 call	ALMH - Hold up/panic/duress alarm BNK - Bank alarm GTVX - GTMV in progress HOLD - Security/citizen holding suspect PCX - Prop crime, susp on scene/in area PRWL - Prowler	ACFS - Asst Children & Family Services BLOO - Blood run DOAN - Dead body/apparent natural causes INIE - Injury to person/emergency HLP2 - Asst Police/Fire/EMS/Aux- non-emerg. LOST - Holding lost person NOTE - Notification/emergency PUMP - Pick up missing person SDO - Suspected drug overdose TRHO - Transfer prisoner to hosp/refused @ jail (upgrade to Priority 1 if serious) TRUN - Trouble unknown	ASX - Asst/susp not on scene/in area CDX - Civil dispute, non-domestic INVFT - Non-violent family trouble. No violence or threat of violence SOIE - Sex offense/indecent exposure - adult victim	ABDV - Abandoned vehicle BLOC - Blocked drive NFHO - Non-fatal accident rept at hospital PV - Parking violator
TFC/ACCIDENTS	CU1 - Civil unrest/violence or potential violence SERA - School Emergency Radio Alarm SHOT - Shots fired SPOT - ShotSpotter alert							
PUBLIC SAFETY								
THEFT / PC	ARSX - Arson, susp on scene/in area PEX - Place entered/susp on scene/in area BNKX - Bank robbery							
GENERAL / ASSIST	<div> <p>Officer Initiated Incidents</p> <p>ARST - Arrest (4)</p> <p>CC - Citizen complaint (4)</p> <p>CCF - Citizen complaint form (5)</p> <p>CHAS - Chase (2)</p> <p>CNG - Community Engagement (5)</p> <p>CORT - Court (5)</p> <p>DA - District Assignment (5)</p> <p>DET - Detail (5)</p> <p>DLC - Download Camera data (5)</p> <p>FUEL - Fuel/Maint. (5)</p> <p>HAUL - Prisoner haul</p> <p>FOOD - Lunch break (5)</p> <p>PPU - Property P/U (5)</p> <p>REPT - Reports (5)</p> <p>SPAT - Special attention (5)</p> <p>TR - Prisoner transfers (5)</p> <p>TS - Traffic Stop (4)</p> <p>WALK - Park &amp; Walk (5)</p> </div>							




EALD7001525 EA07003128	<b>CITY OF CLEVELAND</b> Department of Building and Housing Division of Code Enforcement	File Number 2837
<b>CERTIFICATE OF ELEVATOR OPERATION</b> <i>This will certify that the Elevator has been duly inspected and the requirements of the City of Cleveland governing Elevators have been met.</i>		
Location 12500 SHAKER BLVD	Serial No. 2885	
Owner SHAKER WEST, LTD.	Speed 200	
Type of Elevator Traction	Capacity 2000	
Certification Year 2019	 <i>A. Bruce Donald</i> Director of Building and Housing	

EXHIBIT T

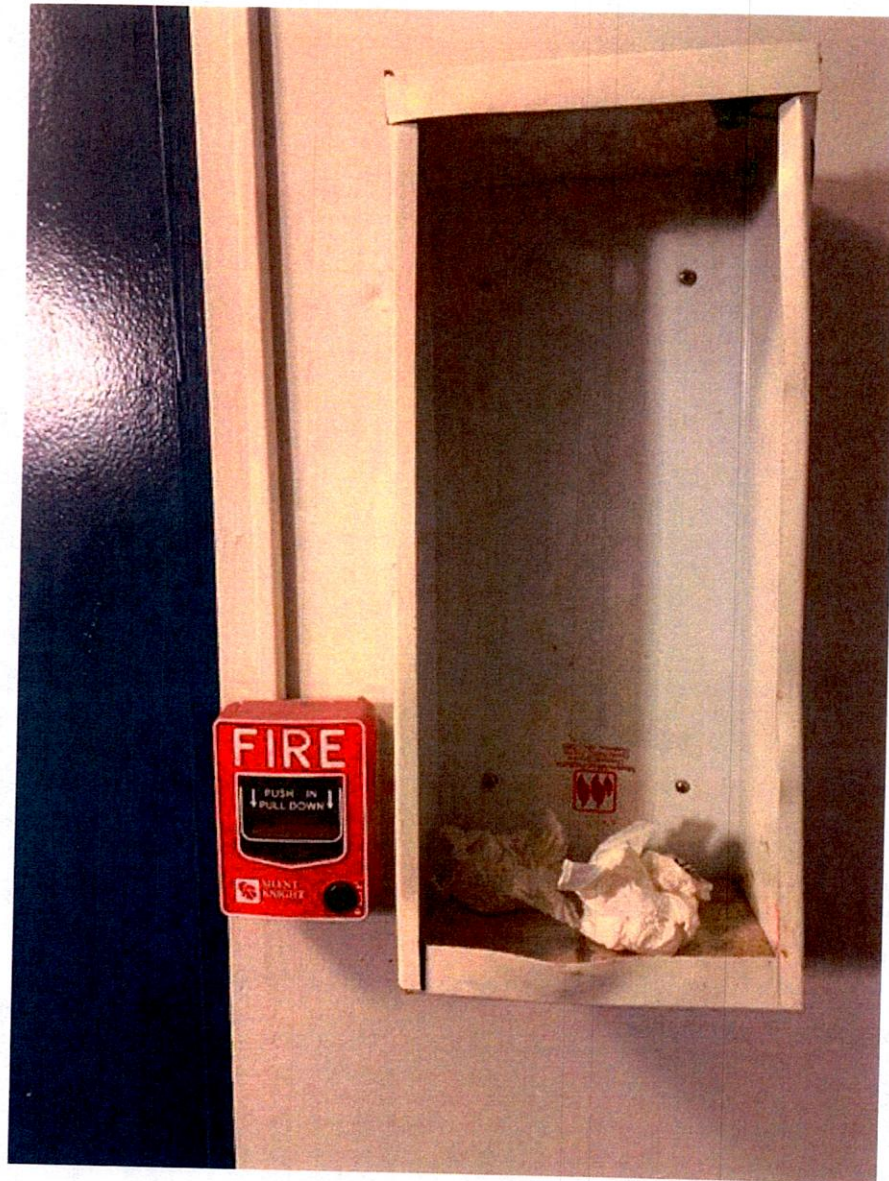
12500 Shaker Blvd.

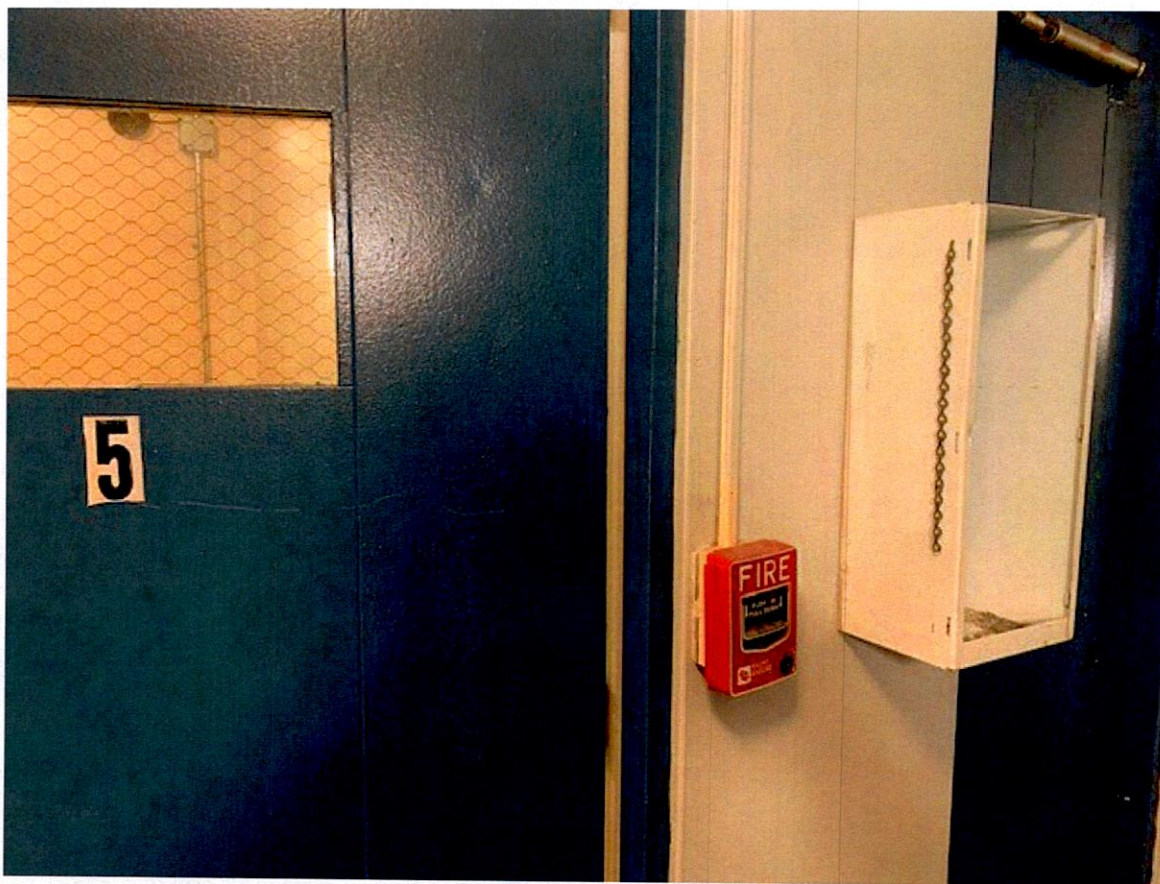
WET	CARTRIDGE	CO <sub>2</sub>	DR. CHEM.	FOAM	JAN.
METAL POWDER	PUMP	PRESSURE	PURPLE K		FEB.
WET AGENT	1211	1301	SYSTEM		MAR.
<p><b>53-18-1154</b>  <b>SIEVERS FIRE EQUIPMENT</b>          48210 Saint Clair Ave          Cleveland, OH 44110  <b>(216) 383-1234</b>  <b>1-866-SIEVERS</b></p>				2022	APR.
				2021	MAY
				2020	JUNE
				2019	JULY
					AUG.
					SEPT.
					OCT.
					NOV.
					DEC.

EXPIRES IN 12 MONTHS DATE PUNCHED

NEW MAINTENANCE RECHARGED









Shaker Heights Apartments Owner LLC

**EMERGENCY WATER  
SHUT OFF**

**02/05/2023**

**PARDON THE  
INCONVENIENCE  
WATER WILL BE  
RESTORED AS SOON AS  
POSSIBLE**













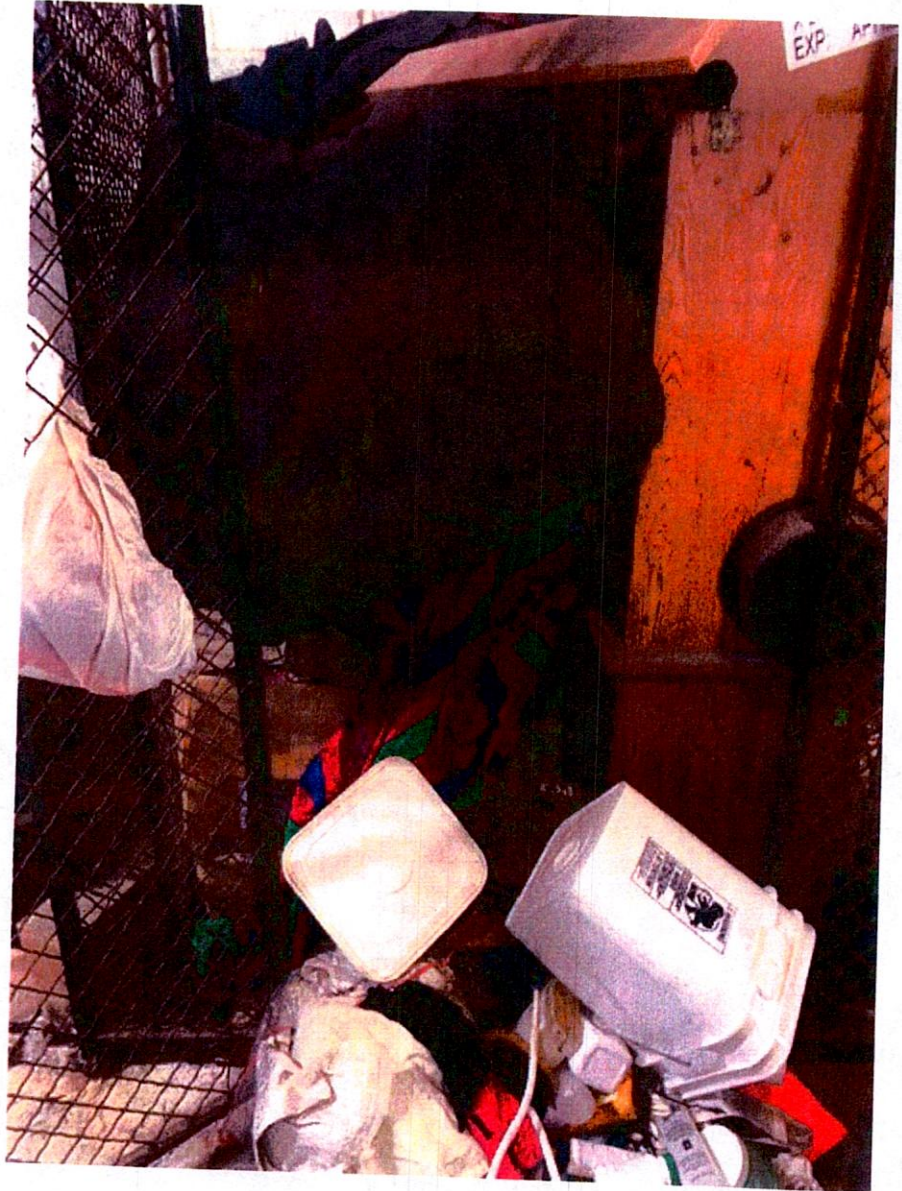


























ANTI-FREEZE	CARTRIDGE	CO <sub>2</sub>	DRY CHEM.	FOAM	JAN.		
LOADED STREAM	METAL POWDER	PUMP	PRESSURE	PURPLE K	FEB.		
SUPER-K	WATER	WET AGENT	1211	1301	SYSTEM	MAR.	
<b>53-18-1154</b> <b>SIEVERS FIRE EQUIPMENT</b> 18210 Saint Clair Ave. Cleveland, OH 44110 <b>(216) 383-1234</b> <b>1-866-SIEVERS</b>					2024		
					2023		
					2022		
					2021		
					2020		
EXPIRES IN 6 MONTHS 12 MONTHS 24 MONTHS FROM DATE PUNCHED					NEW	MAINTENANCE	RECHARGED

**Cleveland Municipal Court****Earle B. Turner, Clerk of Court****Designation Form** to be used to indicate the Category of the Case

(Your failure to complete this form may delay the processing of your claim.)

**Case No.****002772**

1. Has this case been previously filed and dismissed? Yes ( ) No (X)  
If yes, please indicate court, case number and judge. Court \_\_\_\_\_ Case No. \_\_\_\_\_ Judge \_\_\_\_\_
2. Are there any related cases, pending or closed? Yes ( ) No (X)  
If yes, please indicate court, case number and judge. Court \_\_\_\_\_ Case No. \_\_\_\_\_ Judge \_\_\_\_\_  
(If more space is necessary, please use the reverse side of this form.)
3. Is this a case under the Consumer Sales Practices Act (O.R.C. 1345.09(E))? Yes ( ) No (X)  
If yes, \_\_\_\_\_ Declaratory Judgment; \_\_\_\_\_ Injunction; \_\_\_\_\_ Class Action
4. Are ADA accommodations needed? Yes ( ) No (X) Please describe \_\_\_\_\_
5. Is Interpreter requested Yes ( ) No (X) Language / Dialect requested \_\_\_\_\_

**Plaintiff #1** (include complete name, address and phone #)

City of Cleveland  
601 Lakeside Avenue  
Cleveland, OH 44113

Phone No. \_\_\_\_\_

E-mail address \_\_\_\_\_

**Defendant #1** (include complete name, address and phone #)

Shaker Heights Apartments Owner LLC, et al.  
clerks Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Commons Way, Ste. 125  
Columbus, OH 43219

Phone No. \_\_\_\_\_

E-mail address \_\_\_\_\_

**(For additional parties, please use the reverse side of this form.)****Civil Categories****Place (X) in one category only**

<input type="checkbox"/> Tort-Motor Vehicle Accident-Property Damage	<input type="checkbox"/> Forcible Entry and Detainer (Eviction)
<input type="checkbox"/> Tort-Motor Vehicle Accident-Personal Injury	<input type="checkbox"/> a. Subject Property Address
<input type="checkbox"/> Tort-Motor Vehicle Accident-Prop. Damage & Personal Injury	<input type="checkbox"/> Ejectment, Recovery of Real Property
<input type="checkbox"/> Tort- vs. Property Owner	<input type="checkbox"/> a. Subject Property Address
<input type="checkbox"/> Tort- Product Liability	<input type="checkbox"/> Marshalling of Lien (foreclosure)
<input type="checkbox"/> Tort Miscellaneous	<input type="checkbox"/> a. Subject Property Address
<input type="checkbox"/> Libel and Slander	<input type="checkbox"/> Replevin
<input type="checkbox"/> Contract	<input type="checkbox"/> Account
<input type="checkbox"/> Promissory Note	<input type="checkbox"/> Small Claims
<input type="checkbox"/> Cognovit	<input type="checkbox"/> Housing Small Claim
<input type="checkbox"/> Equity	<input checked="" type="checkbox"/> Other: <u>Public Nuisance Abatement</u> <u>Injunctive Relief &amp; Receivership</u>

**Request for Regular Mail Service**

If service of process by Certified Mail is returned by the Postal Authorities with an endorsement of "refused" or "unclaimed" the undersigned waives notice of this by the Clerk and requests ordinary mail service in accordance with Civil Rule 4.6(C) or 4.6(D).

David M. Douglass (0015312)  
 Signature of Plaintiff or Attorney for Plaintiff

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 E-Mail Address



23CV 002772

IN CLEVELAND MUNICIPAL COURT - HOUSING DIVISION  
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND

Plaintiff,

v.

SHAKER HEIGHTS APARTMENTS  
OWNER, LLC, *et. al.*

Defendants.

CASE NO. 2023 MAR 11

JUDGE: W. MONA SCOTT

**APPLICATION FOR  
PRELIMINARY INJUNCTION  
WITH BRIEF IN SUPPORT  
AND PROPOSED ORDER  
ATTACHED**

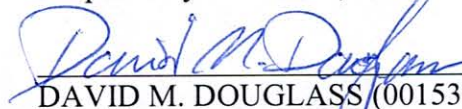
NOW comes Plaintiff, City of Cleveland, Ohio, by and through counsel undersigned, pursuant to Rule 65(B) of the Ohio Rules of Civil Procedure; Ohio Constitution, Section 3 Article XVIII; Ohio Revised Code sections 715.30 and 3767.41(C)(1); and Cleveland Codified Ordinances (hereafter "C.C.O.") sections 3103.09(h)(2) and 367.14; and moves this Honorable Court for a preliminary injunction ordering the Defendants named in Plaintiff's Complaint as Defendants in Control (for purposes of this Application "Defendants"), their successors in office, officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with them as owners and/or operators of certain real properties within the jurisdiction of this Honorable Court known as, 12500-12600 Shaker Blvd. & 12701 Shaker Blvd, Cleveland, Ohio 44120 (hereafter "the Premises"), to:

- i) Abate all violations of C.C.O. Titles IX ("Housing Codes") and XIII ("Building Codes") (Taken together "City Codes") at the Premises as confirmed by the City of Cleveland's Department of Building and Housing and approved by this Court.
- ii) Suspend all eviction actions involving tenants at the Premises until compliance with applicable City Codes is confirmed by the City of Cleveland's Department of Building and Housing and approved by this Court, and further suspend such actions until any and all of Defendants' past-due utility accounts are current;

- iii) Require any and all entities and individuals meeting the definition of owner, operator, or otherwise a party in control of the Premises to be registered with the Ohio Secretary of State and obtain all proper licensures or certifications required by State Law and local ordinance to legally own and/or operate residential rental real estate.
- iv) Refrain from transferring any Properties subject to this action unless such transfer is first accompanied by a nuisance abatement plan approved by this Court, or in the alternative, until such compliance with City Codes is confirmed by the City of Cleveland's Department of Building and Housing and approved by this Court.

The supporting factual record for this Application includes all exhibits filed concurrently with Plaintiff's Complaint as if fully incorporated herein and attached hereto. Notice of Plaintiff's Application was made pursuant to service of its Complaint in conformity with Civ. R. 65(B)(1) and Civ. R. 4. Plaintiff makes this Application as a subdivision of the State of Ohio pursuant to a grant of statutory authority therefrom and in furtherance of enforcing public policy and applicable law. As such and pursuant to Civ. R. 65(C), Plaintiff is exempt from bond requirements. The reasons for granting this Motion are further supported and set forth below in Plaintiff's Brief in Support.

Respectfully Submitted,



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SEAN F. BERNEY (0058608)  
MICHAEL E. REARDON (0062389)  
ZACHARIAH S. GERMANIUK (0090109)  
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## **BRIEF IN SUPPORT**

### **I. INTRODUCTION**

This action concerns the enforcement of Cleveland Codified Ordinances Titles IX and XIII *et. sq.* (hereafter “City Codes”) pursuant to authority given to Plaintiff as a subdivision of the State by Ohio Revised Code chapter 715.26 (hereafter “applicable law”). Defendants were issued notice on March 28<sup>th</sup>, 2022 via violation V22007854, and later on December 8<sup>th</sup> 2022 via violation V22026164, that the Premises owned and operated by the Defendants, were and continue to be maintained in violation of City Codes, as included in Plaintiff’s Complaint, although such violations are not all-inclusive and further detailed inspection may reveal additional violations. Additionally, numerous police reports have revealed a lack of safety at the Premises which threatens both residents as well as the general public; remedial repair work that has been attempted is below the minimum standard set by applicable law as reflected in City Codes. Furthermore, and most alarming water and sewer utilities remain in arrearage, which if left unpaid threaten all tenant dwelling units with shutoff, rendering the premises uninhabitable and therefore constituting constructive eviction. Defendants’ performance since taking ownership and mismanagement of the Premises has led to intolerable living conditions; hampered Plaintiff’s efforts at community development and neighborhood stabilization in the area surrounding the Premises; harmed public safety; and caused a public nuisance subject to abatement which Plaintiff now seeks to abate through injunctive relief pursuant to applicable law and in addition to other available legal and equitable remedies.

### **II. STATEMENT OF FACTS**

Defendants began their ownership and operation of the Premises on January 11<sup>th</sup>, 2022 pursuant to a Limited Warranty Deed. Defendants defined as operators initially included property manager Danielle Nickerson a/k/a Danielle Hollifield and later expanded to include E & M Management, LLC. Since such time as Defendants have taken ownership and operation of the Premises, tenants therein have made repeated complaints of substandard and intolerable conditions to both the Defendants and, when subsequently unaddressed, to the City of Cleveland

Department of Building and Housing, who performed no less than four (4) separate inspections of the Premises. Those complaints and inspections in turn yielded no less than One Hundred Seven (107) violations of City Codes and such violation notices set a reasonable deadline for voluntary compliance to be achieved. *See* Plaintiff's Complaint, Exhibits "C" through "O".

After receiving notice of the above-described violations of City Codes, Defendants Parties in Control filed an appeal with the City of Cleveland's Board of Building Standards in Docket A-4-23 relative to V22031987, while V220007854 was transferred to the City of Cleveland's Law Department for criminal prosecution in Case No. 2023-CRB-005101. Despite Plaintiff's attempts to achieve compliance through both administrative process and criminal prosecution, the Premises continue to be owned and operated in violation of City Codes. At the present time at least four (4) dwelling units within the Premises remain without heat, numerous dwelling units within the Premises continue to be maintained by the Defendants below the standards set by City Codes and applicable law, and there is no guarantee under existing law that criminal prosecution, even if successful, will by itself compel Defendants' compliance in a reasonable time. The Defendants' continuing poor performance and overall mismanagement of the Premises therefore merit the issuance of a preliminary injunction ordering compliance with City Codes in addition to Plaintiff's other available legal and/or equitable remedies.

### III. LAW AND ARGUMENT

#### **A. Plaintiff's Authority under Ohio Constitution, State Law, and Local Ordinance**

Plaintiff meets the standard set by the Ohio Constitution, Ohio Revised Code, and Ohio Rules of Civil Procedure governing issuing preliminary injunctions in circumstances where a political subdivision of the State of Ohio exercises its statutory authority. Under the Ohio Constitution, "Municipalities shall have authority to exercise all powers of local self-government and to adopt and enforce within their limits such police, sanitary, and other similar regulations as are not in conflict with general laws." Section 3, Article XVIII, Ohio Constitution. Consistent with that Constitutional mandate, the State of Ohio has empowered municipal corporations to "[r]egulate the erection of buildings or other structures and the sanitary condition thereof, the repair of, alteration in, and addition to buildings or other structures" R.C. 715.26(A).



Pursuant to that grant of authority, Plaintiff, a municipal corporation, has enacted such City Codes affecting the ownership, maintenance, and operation of buildings, which it is empowered to enforce compliance by any and all legal and equitable means available when buildings and structures exist and continue to be maintained, owned, and/or operated in violation of those Codes, thus constituting both an unsafe structure as well as a public nuisance. As Plaintiff's Building Code clearly declares:

All buildings or structures that are injurious to or a menace to the public health, safety or welfare, or are structurally unsafe, unsanitary or not provided with adequate safe egress, or constitute a fire hazard, or are vacant and open to public entry, or are otherwise dangerous to human life or injurious to the public, *or in relation to existing use constitute a hazard to the public health, safety or welfare by reason of inadequate maintenance*, dilapidation, obsolescence or abandonment, *are, severally, for the purposes of this Building Code, declared to be "unsafe structures". All unsafe structures or conditions are declared to be public nuisances.* The public nuisance shall be abated by correction of the violations to the minimum standards of the Codified Ordinances of Cleveland, Ohio, 1976, applicable City rules and regulations, the Revised Code, and Ohio Administrative Code, including the Ohio Building Code. C.C.O. 3103.09(b)(1) [*emph. added*].

Pursuant to Plaintiff's Housing Code, when such unsafe structures constituting public nuisances by virtue of their continuous operation in violation of City Codes are identified within the City's jurisdiction by inspectors of the City Department of Building and Housing, notice of such violation is given to the owner, agent, or person in charge of the structure along with a reasonable time to voluntarily abate those conditions. C.C.O. 367.04(a). In situations where "the owner, agent, or person in charge of such structure fails, neglects, or refuses to comply with a notice of violation ordering...the violations corrected, the Director may take...such other action as may be necessary to abate the nuisance." C.C.O. 367.05(c). This abatement authority granted to Plaintiff by local ordinance runs concurrent with and in addition to other penalties imposed by law, such that "[t]he imposition of any penalty shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance, or to restrain, correct or abate a violation...or to require compliance with the provisions of this Housing Code or other applicable laws, ordinances, rules or regulations, or the orders or determinations of the Commissioner of Housing or the Board of Building Standards and Building Appeals." C.C.O. 367.14.



In the present case, Defendants were given proper notice that violations of City Codes existed, and that they had a reasonable time to correct such violations. *See* Plaintiff's Complaint, Exhibits "C" through "O". Furthermore, the referenced exhibits indicates that, despite Defendants' claims to the contrary, they have failed or otherwise neglected at the time of this action's filing to reasonably and properly abate the conditions constituting a public nuisance. Given these facts, applicable law grants Plaintiff broad authority to take whatever action is necessary to achieve compliance with City Codes, including filing the present action and seeking injunctive relief, and that such actions to achieve compliance can be taken in addition to Plaintiff's other available legal and/or equitable remedies.

**B. Nuisance Abatement Pursuant to R.C. 3767.41 is Appropriate**

Among the available actions under applicable law to Plaintiff when buildings and structures within its jurisdiction are owned, operated, or otherwise maintained in violation of City Codes is the pursuit of civil nuisance abatement within the statutory framework of R.C. 3767.41. The buildings subject to a civil action brought under R.C. 3767.41 are defined in relevant part as any "building or structure that is used or intended to be used for residential purposes", including such buildings that can have other commercial, professional, business, or civic uses, so long as "other floors [of the building] are used, or designed and intended to be used, for residential purposes". R.C. 3767.41(A)(1). In language which mirrors nearly exactly the City's own ordinances in C.C.O. 3103.09(b)(1), under this State law a public nuisance is defined as "a building that is a menace to the public health, welfare, or safety; that is structurally unsafe, unsanitary, or not provided with adequate safe egress; that constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable; or that, in relation to its existing use, constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment." R.C. 3767.41(A)(2). Where such public nuisance conditions exist, this statutory framework grants municipalities, including Plaintiff, standing to seek injunctive relief as well as the appointment of a receiver in circumstances where a building is alleged to be a public nuisance. R.C. 3767.41(B)(1)(a).

In the case before the Court, the Premises subject to this action are zoned as multi-family residential apartment complexes, marketed to the general public for rent and currently occupied by numerous tenants as their primary residences. The Premises continue to be owned,



operated, or otherwise maintained in violation of numerous City Codes; the Premises have been documented as having inadequate safe egress and inoperable fire extinguishers; several dwelling units have lacked proper heat for an extended period; and numerous dwelling units have suffered significant water damage from numerous leaks due to inadequate plumbing and improper repairs. *See* Plaintiff's Complaint, Exhibits "C" through "O". Plaintiff, a municipal corporation, is faced with a large, multi-unit residential property existing in its jurisdiction without safe egress and lack of adequate fire suppression, with units of such substandard condition as constituting a danger to human life and hazard to public safety by reason of inadequate maintenance. The existence of all the above point directly to the definition of a public nuisance as defined by applicable law. Furthermore, that these conditions persist raises an inference that current methods of achieving compliance are insufficient to obtain compliance and abate the nuisance. Therefore, seeking relief by injunction as well as the appointment of a qualified receiver over the Premises is justified where Plaintiff seeks to ensure that the Premises are brought into compliance with City Codes and applicable law.

**C. Civil Rule 65(B) where Injunction is Statutory Remedy**

For purposes of this action, Plaintiff is not subject to the balancing test between the parties as required by Civil Rule 65, although it is plain by the factual record supplied by Plaintiff that irreparable harm will be done should an injunction not be issued. In general, under the Ohio Rules of Civil Procedure, parties seeking injunctive relief must meet a four-part test:

- i) Whether the moving party has shown a probability of success on the merits
- ii) Whether the moving party has shown that the issuance of the injunction will prevent irreparable harm to the moving party;
- iii) The balance between the potential harm that the moving party will suffer, if the injunction is not issued; weighed against the potential harm that the non-moving party will suffer, if the injunction is issued; and
- iv) The public interest that will be served by the issuance of the injunction.

*See City of Cleveland v. Cleveland Elec. Illuminating Co.*, 115 Ohio App. 3d 1, 12-14, 684 N.E.2d 343, 350-51 (Cuyahoga Co. 1996); *Adams v. Ohio Dept. of Health*, 356 N.E.2d 324, 328-29 (Ohio C.P., Montgomery Cty., 1976). The court is required to balance these four factors.

City of Cleveland v. Cleveland Elec. Illuminating Co., 115 Ohio App. 3d 1, 14, 684 N.E.2d 343, 351 (Cuyahoga Co. 1996). “[N]o one factor is dispositive”. *Id.*

However, when a statute grants a specific right to seek an injunction to an individual or the state, the movant “need not aver and show, as under the ordinary rules of equity, that great or irreparable injury is about to be done for which he has no adequate remedy at law.” Ackerman v. Tri-City Geriatric Health Care, Inc. 55 Ohio St.2d 51 (1978). The Ohio Supreme Court has long held that such balancing is unnecessary where an injunction is permitted by a statute designed to grant the government a remedy to enforce public policy. *Id.* at 56-57. *See also Johnson v. United Ent., Inc.* 166 Ohio St 149, 153-154 (1957). Consistent with that exception for governmental action, the Ohio Rules of Civil Procedure indicate that when application for preliminary injunction is included in a complaint brought by the State or any political subdivision thereof, such application is exempted from the requirement to give bond or other security. R. Civ. Pro. 65(C).

In the present action, Plaintiff is a municipal corporation with a Charter established pursuant to the Ohio Constitution and Ohio Revised Code, and seeks to enforce its City Codes pursuant to a authority given to it by the State under applicable law. Moreover, the seeking of an injunction in the present action is itself within the scope of remedies available to Plaintiff as previously discussed. Likewise, it is beyond dispute that enforcing a statutory framework which seeks to ensure residential Premises are built and maintained in such manner as not to threaten the health, safety, or welfare of inhabitants or the public at large is sound public policy. As the City Codes seeking to be enforced by this action directly affect the erection, maintenance, and repair of residential buildings and structures, Plaintiff has met their requisite procedural burden under Civil Rule 65.

#### IV. CONCLUSION

Plaintiff is entitled to such injunctive relief as this Court deems appropriate to compel Defendants to fully abate all conditions constituting a public nuisance at the Premises. For Plaintiff, the scope of full nuisance abatement is clear: the ownership and operation of residential real property within its jurisdiction in full compliance with all applicable laws. As such, the scope of nuisance abatement extends beyond merely correcting the Premises’ material



conditions. It includes Plaintiff's full range of relief sought and necessarily includes: maintaining utility service by bringing past due utility accounts current; obtaining all applicable licenses and registrations required by applicable law to own, operate, and otherwise maintain residential rental property; suspending current eviction actions while the above items remain unsatisfied; and ensuring that any contemplated transfer of the Premises' be done in such manner and under such conditions as to ensure that mismanagement and noncompliance at the Premises will cease.

Plaintiff seeks this application and by this action more broadly to ensure that the Premises subject to this action are brought into compliance, using any and all available remedies. Although administrative processes and criminal prosecutions are underway, those remedies are neither exhaustive nor limit other actions where conditions constituting a public nuisance exist within Plaintiff's jurisdiction. By seeking civil injunctive relief and the appointment of a receiver to perform such repairs where the owner has demonstrated a lack of ability, capacity, or willingness to so perform, Plaintiff seeks to comprehensively fulfill the mandates imposed by the Ohio Constitution and Ohio Revised Code. By granting such injunctive relief as Plaintiff requests, this Court will further hasten Defendants' compliance with applicable law which Plaintiff has sought since first becoming aware of the conditions at the Premises nearly a year ago. Given the totality of the facts and circumstances before the Court, issuing a preliminary injunction over the Premises is necessary to compel Defendants' compliance with City Codes and applicable law.

Respectfully Submitted,

RECEIVED PAYMENT

MAR 06 2023

EARLE B. TURNER, Clerk  
By \_\_\_\_\_ Deputy

  
DAVID M. DOUGLASS (0015312)  
SEAN F. BERNEY (0058608)  
MICHAEL E. REARDON (0062389)  
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CERTIFICATE OF SERVICE

I, undersigned counsel for Plaintiff, certify that a copy of the above Application for Preliminary Injunction with Brief in Support and Proposed Order was served by Commercial Carrier Federal Express on March 6, 2023 upon the following parties and by e-mail to parties whose e-mail address is known and to known counsel of record:

SHAKER HEIGHTS APARTMENTS  
OWNER, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Common Way, Suite 125  
Columbus, Ohio 43219

SHAKER HEIGHTS MEMBER, LLC  
1209 Orange Street  
Wilmington, Delaware 19801

MICHAEL CHETRIT  
512 7th Avenue, 16th Floor  
New York, New York 10018

METROPOLITAN COMMERCIAL BANK  
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New York, NY 10017

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LN#290718140  
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102 Duffy Avenue, 3<sup>rd</sup> Floor  
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MARBELLE INDUSTRIES, INC.  
B&H COIN LAUNDRY SERVICE  
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BRENT DELEWSKI  
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Columbus, Ohio 43215

ATTORNEY GENERAL OF  
THE STATE OF OHIO  
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Columbus, Ohio 43215

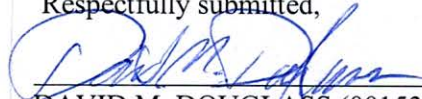
OHIO BUREAU OF WORKERS  
COMPENSATION  
30 West Spring Street  
Columbus, Ohio 43215

OHIO DEPARTMENT OF JOB &  
FAMILY SERVICES  
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Respectfully submitted,



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MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
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*Attorneys for Plaintiff*



IN CLEVELAND MUNICIPAL COURT - HOUSING DIVISION  
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND

Plaintiff,

v.

SHAKER HEIGHTS APARTMENTS  
OWNER, LLC, *et. al.*

Defendants.

CASE NO. \_\_\_\_\_

JUDGE: W. MONA SCOTT

**PROPOSED ORDER**

Plaintiff, City of Cleveland, Ohio has applied for a preliminary injunction pursuant to Ohio Constitution, Section 3 Article XVIII; Ohio Revised Code sections 715.30 and 3767.41(C)(1); Cleveland Codified Ordinances sections 3103.09(h)(2) and 367.14; and in conformity with Rule 65 of the Ohio Rule of Civil Procedure.

Finding that the real Premises known as 12500-12600 Shaker Blvd., as well as 12701 Shaker Blvd., Cleveland, Ohio 44120 constitute public nuisances subject to abatement, and further finding that Plaintiff, as a subdivision of the State of Ohio, is entitled to the relief sought by applicable state law and local ordinance, and further finding that the Defendants in Control of such real Premises as describe above are responsible for abating such nuisance conditions that exist thereupon, this Court hereby ORDERS the following:

1. That Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; E&M Management, LLC; Eli Weiss aka Eliezer Weiss; Mordecai Weiss aka Morty Weiss; Yaacov Amar; Michael Chetrit; and Danielle Nickerson a/k/a Danielle Hollifield are ENJOINED from further owning, operating, or otherwise maintaining any Premises within this Court's jurisdiction in violation of applicable State law and Local Ordinances as contained in Titles IX and XIII of the Codified Ordinances of the City of Cleveland.
2. That Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; E&M Management, LLC; Eli Weiss aka Eliezer Weiss; Mordecai Weiss aka Morty Weiss; Yaacov Amar; Michael Chetrit; and Danielle Nickerson a/k/a Danielle Hollifield are ENJOINED from pursuing any actions for forcible entry and detainer under R.C. 1923 *et. sq.* until said Defendants can show that Premises known as 12500-12600 and 12701 Shaker Blvd., Cleveland, Ohio 44120 are in full compliance with applicable State law and Local Ordinances with all past due utility accounts current.

3. That Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; E&M Management, LLC; Eli Weiss aka Eliezer Weiss; Mordecai Weiss aka Morty Weiss; Yaacov Amar; Michael Chetrit; and Danielle Nickerson a/k/a Danielle Hollifield are ENJOINED from owning, operating, or otherwise maintaining any Premises within this Court's jurisdiction without proper licensure or registration according to applicable law, that further that said named Defendants are required to produce to this Court such licensures and registrations within seven (7) days.
4. That Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; E&M Management, LLC; Eli Weiss aka Eliezer Weiss; Mordecai Weiss aka Morty Weiss; Yaacov Amar; Michael Chetrit; and Danielle Nickerson a/k/a Danielle Hollifield are ENJOINED from engaging in the sale, negotiation, or other transfer of the Premises known as 12500-12600 and 12701 Shaker Blvd., Cleveland, Ohio 44120 until such time as this Court certifies that all conditions constituting a public nuisance thereupon have been abated.

It is so ordered.

---

JUDGE W. MONÁ SCOTT



SHAKER HEIGHTS MEMBER, LLC  
1209 Orange Street  
Wilmington, Delaware 19801

MICHAEL CHETRIT  
512 7th Avenue, 16th Floor  
New York, New York 10018

METROPOLITAN COMMERCIAL BANK  
99 Park Avenue  
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(212) 365-6700

DANIELLE HOLIFIELD AKA  
DANIELLE NICKERSON  
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216-329-5220

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6200 Biltmore Avenue  
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E-mails: [ew@eandmmgmt.com](mailto:ew@eandmmgmt.com)  
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443-500-0524

YAACOV AMAR  
c/o First Choice Investments LLC  
420 Madison Avenue, Suite 1001  
New York, NY 10017  
917-755-5531

NEW YORK COMMUNITY BANK  
Attn: Loan Servicing  
LN#290718140  
NYCB Plaza  
102 Duffy Avenue, 3<sup>rd</sup> Floor  
Hicksville, NY 11801  
(516) 683-4420

MARBELLE INDUSTRIES, INC.  
B&H COIN LAUNDRY SERVICE  
Attn: Tamara J. Hrynik  
21639 Miles Road #4  
Cleveland, Ohio 44128  
(216) 292-7944

BRENT DELEWSKI  
6700 Queens Way  
North Royalton, Ohio 44133

K KERN PAINTING, LLC  
211 N. Reynolds Road  
Toledo, Ohio 43615  
(419) 351-1250

K KERN PAINTING, LLC  
c/o Kenzy A. Kern, Statutory Agent  
T-839 County Road 15B  
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CUYAHOGA COUNTY TREASURER  
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(216) 443-7400

STATE OF OHIO  
DEPARTMENT OF TAXATION  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215  
800-282-0515



ATTORNEY GENERAL OF  
THE STATE OF OHIO  
30 East Broad Street, 22nd Floor  
Columbus, Ohio 43215  
**800-282-0515**

OHIO BUREAU OF WORKERS  
COMPENSATION  
30 West Spring Street  
Columbus, Ohio 43215  
**800-644-6292**

OHIO DEPARTMENT OF JOB & FAMILY  
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30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215  
(614) 466-4815

UNITED STATES TREASURY DEPARTMENT  
INTERNAL REVENUE SERVICE  
1111 Constitution Avenue, NW  
Washington, D.C., 20224  
(202) 622-5000

OFFICE OF UNITED STATES ATTORNEY  
801 West Superior Avenue, Suite 400  
Cleveland, Ohio 44113  
216-622-3600

IN CLEVELAND MUNICIPAL COURT – HOUSING DIVISION  
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND, OHIO

*Plaintiff,*

v.

SHAKER HEIGHTS APARTMENTS OWNER,  
LLC, *et. al.*

*Defendants.*

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CASE NO. 2023-CVH-002772

JUDGE: W. MONÁ SCOTT

**NOTICE OF FILING OF**  
**PROPERTY STATUS REPORT**  
**(Loc. R. 11)**

FILED & RETURNED TO  
CLEVELAND MUNICIPAL COURT  
FILE DATE  
2023 MAR -7 PM 2:56  
# 6

Now comes Plaintiff, City of Cleveland, Ohio by and through Counsel undersigned and gives Notice to this Honorable Court of its filing of Property Status Report as required by Local Rule of Court 11.01. A copy of the Property Status Report is attached hereto as Exhibit "1".

Respectfully Submitted,

  
\_\_\_\_\_  
DAVID M. DOUGLASS (0015312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL F. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
*Attorneys for Plaintiff*  
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4725 Grayton Road  
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(216)-362-7777 or 216-362-4144  
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[z.germaniuk@douglasslaw.com](mailto:z.germaniuk@douglasslaw.com)  
[m.reardon@douglasslaw.com](mailto:m.reardon@douglasslaw.com)  
[s.berney@douglasslaw.com](mailto:s.berney@douglasslaw.com)





**CERTIFICATE OF SERVICE**

Copies of the Plaintiff's Notice were served upon all counsel this 7th day of March, 2023, by ordinary U.S. Mail and by e-mail to parties whose e-mail address is known, and to known counsel of record:

SHAKER HEIGHTS APARTMENTS OWNER, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Common Way, Suite 125  
Columbus, Ohio 43219

SHAKER HEIGHTS MEMBER, LLC  
1209 Orange Street  
Wilmington, Delaware 19801

MICHAEL CHETRIT  
512 7th Avenue, 16th Floor  
New York, New York 10018

METROPOLITAN COMMERCIAL BANK  
99 Park Avenue  
New York, New York, 10018

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DANIELLE NICKERSON  
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E-mail: [Danielle@firstchoiceadvisorsllc.com](mailto:Danielle@firstchoiceadvisorsllc.com)

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Baltimore, MD 21215  
E-mails: [ew@eandmmgmt.com](mailto:ew@eandmmgmt.com)  
[mw@eandmmgmt.com](mailto:mw@eandmmgmt.com)

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E-mail: [ew@eandmmgmt.com](mailto:ew@eandmmgmt.com)





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NEW YORK COMMUNITY BANK  
Attn: Loan Servicing  
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NYCB Plaza  
102 Duffy Avenue, 3<sup>rd</sup> Floor  
Hicksville, NY 11801

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B&H COIN LAUNDRY SERVICE  
Attn: Tamara J. Hrynik  
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6700 Queens Way  
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211 N. Reynolds Road  
Toledo, Ohio 43615

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c/o Kenzy A. Kern, Statutory Agent  
T-839 County Road 15B  
Napolean, Ohio 43545

AAA STAFFING, LLC  
21366 Provincial Boulevard  
Katy, Texas 77450

CUYAHOGA COUNTY TREASURER  
2079 East 9th Street  
Cleveland, Ohio 44115





STATE OF OHIO  
DEPARTMENT OF TAXATION  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

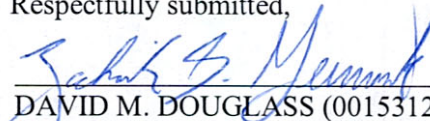
ATTORNEY GENERAL OF  
THE STATE OF OHIO  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

OHIO BUREAU OF WORKERS  
COMPENSATION  
30 West Spring Street  
Columbus, Ohio 43215  
OHIO DEPARTMENT OF JOB & FAMILY SERVICES  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

UNITED STATES TREASURY DEPARTMENT  
INTERNAL REVENUE SERVICE  
1111 Constitution Avenue, NW  
Washington, D.C., 20224

OFFICE OF UNITED STATES ATTORNEY  
801 West Superior Avenue, Suite 400  
Cleveland, Ohio 44113

Respectfully submitted,



DAVID M. DOUGLASS (0015312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
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[m.reardon@douglasslaw.com](mailto:m.reardon@douglasslaw.com)  
[s.berney@douglasslaw.com](mailto:s.berney@douglasslaw.com)  
*Attorneys for Plaintiff*





Case No.: 2023-CVH-002772

CLEVELAND HOUSING COURT

*Judge W. Moná Scott*

PROPERTY STATUS REPORT – RECEVIERSHIP

Plaintiff(s): City of Cleveland

Defendant(s): Shaker Square Apartments Owner, LLC, et. al.  
(See Plaintiff's Complaint for List of Defendants)

Address(s): 12500-12600 Shaker Blvd., Cleveland, Ohio 44120 & 12701 Shaker Blvd., Cleveland, Ohio 44120

Titled Owner(s): Shaker Square Apartments Owner, LLC

Number of Units: 191

Use: Residential Commercial Industrial Other

If Use is OTHER, explain: \_\_\_\_\_

Occupied: YES NO

If YES, by whom: See Complaint for list of tenants' affidavits

Current Code violations: YES NO If YES, explain: V22007854; V22026164; V23001138. See also:

Plaintiff's Exhibits "C", "D", "E", "F", and "G" included with Plaintiff's Complaint.

Ward #: 4 & 6

Abandoned/Unlicensed Vehicles: YES NO

PPN: 129-10-001 / 129-12-010 & 129-12-009

Is there other pending litigation of property? YES NO

If YES, explain: 2022-CRB-005101; 2022-CRB-009415; numerous evictions and rental deposit mediations.

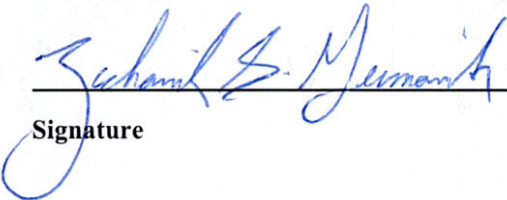
How long has current owner owned property: approx.. 1 year, 3 months.

If less than 5 years, list previous owner(s) for last five years: SHIF SHAKER PRESIDENTIAL LLC.

Is plaintiff seeking the appointment of a receiver other than itself? YES NO

If YES, who: Plaintiff's receiver shall be determined by motion in conformity with R.C. 3767.41(C)(3).

**I certify that the information contained herein is accurate and true, to the best of my knowledge.**

  
\_\_\_\_\_  
Signature

3/7/23  
\_\_\_\_\_  
Date

**See Plaintiff's Exhibit "T" for color photographs of premises**





23-03328-0

EARLENE B. ADAMS, CLERK  
CLEVELAND MUNICIPAL COURT  
FILE DATE

IN THE CLEVELAND MUNICIPAL COURT # 6 PM 2:18  
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND,

Plaintiff,

v.

SHAKER HEIGHTS APARTMENTS OWNER,  
LLC, ET AL.

Defendants,

) CASE NO. 2023-CVH-002772

) JUDGE W. MONA SCOTT

) **PLAINTIFF, CITY OF**  
) **CLEVELAND'S NOTICE OF**  
) **FILING OF RECORDED**  
) **NOTICE OF LIS PENDENS**  
) **AS TO:**  
) **12500-12600 SHAKER BLVD.**  
) **CLEVELAND, OHIO 44120**  
) **PERMANENT PARCEL NO.**  
) **129-10-001**

) **AND**

) **12701 SHAKER BLVD.**  
) **CLEVELAND, OHIO 44120**  
) **PERMANENT PARCEL NOS.**  
) **129-12-009 and 129-12-010**

Now comes the Plaintiff, City of Cleveland, by and through Counsel and gives Notice to this Court of the Recording of the Notice of Lis Pendens as to the property located at 12500-12600 Shaker Blvd., Cleveland, Ohio 44120, Permanent Parcel No. 129-10-001 and 12701 Shaker Blvd., Cleveland, Ohio 44120, Permanent Parcel Nos. 129-12-009 and 129-12-010, which was filed with the Cuyahoga County Office of Fiscal Officer on



March 7, 2023 in AFN 202303070413. A copy of the recorded Notice of Lis Pendens is attached hereto as Exhibit "1".

Respectfully Submitted:



DAVID M. DOUGLASS (0015312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
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(216) 362-7777 or 216-362-4144  
Fax No: (216) 362-4160  
E-Mail: [d.douglass@douglasslaw.com](mailto:d.douglass@douglasslaw.com)  
[z.germaniuk@douglasslaw.com](mailto:z.germaniuk@douglasslaw.com)  
[m.reardon@douglasslaw.com](mailto:m.reardon@douglasslaw.com)  
[s.berney@douglasslaw.com](mailto:s.berney@douglasslaw.com)  
*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

Copies of the Plaintiff's Notice were served upon all counsel this 7<sup>th</sup> day of March, 2023, by ordinary U.S. Mail and by e-mail to parties whose e-mail address is known and to known counsel of record:

SHAKER HEIGHTS APARTMENTS OWNER, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Common Way, Suite 125  
Columbus, Ohio 43219

SHAKER HEIGHTS MEMBER, LLC  
1209 Orange Street  
Wilmington, Delaware 19801

MICHAEL CHETRIT  
512 7th Avenue, 16th Floor  
New York, New York 10018

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99 Park Avenue  
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DANIELLE NICKERSON  
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E-mail: [Danielle@firstchoiceadvisorsllc.com](mailto:Danielle@firstchoiceadvisorsllc.com)

E&M MANAGEMENT, LLC  
6200 Biltmore Avenue  
Baltimore, MD 21215  
E-mails: [ew@eandmmgmt.com](mailto:ew@eandmmgmt.com)  
[mw@eandmmgmt.com](mailto:mw@eandmmgmt.com)

ELI WEISS AKA ELIEZER WEISS  
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MORDECAI WEISS AKA MORTY WEISS  
of E&M Management, LLC  
734 W. 68<sup>th</sup> Street  
Shreveport, LA 71106  
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c/o First Choice Investments LLC  
420 Madison Avenue, Suite 1001  
New York, NY 10017

NEW YORK COMMUNITY BANK  
Attn: Loan Servicing  
LN#290718140  
NYCB Plaza  
102 Duffy Avenue, 3<sup>rd</sup> Floor  
Hicksville, NY 11801

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B&H COIN LAUNDRY SERVICE  
Attn: Tamara J. Hrynik  
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6700 Queens Way  
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2079 East 9th Street  
Cleveland, Ohio 44115

STATE OF OHIO  
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Columbus, Ohio 43215

ATTORNEY GENERAL OF  
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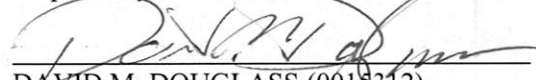
OHIO BUREAU OF WORKERS  
COMPENSATION  
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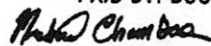
Respectfully submitted,



DAVID M. DOUGLASS (0019312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
4725 Grayton Road, Cleveland, Ohio 44135  
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[z.germaniuk@douglasslaw.com](mailto:z.germaniuk@douglasslaw.com)  
[m.reardon@douglasslaw.com](mailto:m.reardon@douglasslaw.com)  
[s.berney@douglasslaw.com](mailto:s.berney@douglasslaw.com)  
*Attorneys for Plaintiff*



PPN: CLP - 202303070413 PGS: 3  
03/07/2023 03:22 PM  
AMT: \$0.00 RCPT#: 20230307000213  
CONV: \$0.00 PAID BY: DOUGLASS & ASSOCIATES

  
CUYAHOGA COUNTY FISCAL OFFICE

**NOTICE OF LIS PENDENS**  
(R.C. § 1901.27 & R.C. § 2703.26)

TO: ALL PERSONS HAVING AN INTEREST OF CLAIMS REGARDING REAL  
PROPERTY LOCATED AT:

12500-12600 SHAKER BOULEVARD  
CLEVELAND, OHIO 44120  
PPN: 129-10-001

&

12701 SHAKER BOULEVARD  
CLEVELAND, OHIO 44120  
PPN: 129-12-009 & 129-12-010

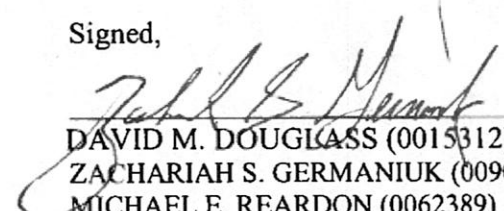
And further described in Exhibit "1", attached

YOU ARE HEREBY NOTIFIED that on MARCH 6TH, 2023, a Complaint for Public Nuisance Abatement, Injunctive Relief, & Receivership (R.C. § 3767.41) was filed in the Cleveland Municipal Court Housing Division. This on-going litigation may affect the possession of, as well as ownership and/or legal title to, the above-described real property. The litigation, Case Number 2023-CVH-002772 is captioned as:

**CITY OF CLEVELAND -VS-SHAKER HEIGHTS APARTMENTS OWNER, LLC**

The file is available for viewing in its entirety in the Office of the Civil Clerk of Courts, Cleveland Municipal Court, 2nd Floor of the Justice Center, 1200 Ontario Street, Cleveland, Ohio 44113. All persons interested in or having a claim regarding the above-referenced real property are charged with Notice of pending litigation by the provisions of R.C. § 1901.27 & R.C. § 2703.26.

Signed,

  
DAVID M. DOUGLASS (0015312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
4725 Grayton Road  
Cleveland, Ohio 44135  
(216) 362-7777 or 216-362-4144  
*Attorneys for Plaintiff*

This instrument prepared by:  
Z. Germaniuk (0090109)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
4725 Grayton Road  
Cleveland, Ohio 44135  
(216) 362-7777

**EXHIBIT 1**

**PRELIMINARY JUDICIAL REPORT  
SCHEDULE A**

**Description of Land**

**Parcel No. 1**

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

and known as being a part of Original 100 Acre Lot No. 429, bounded and described as follows:

Beginning at a point on the Southerly line of Shaker Boulevard S.E. as recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records, at the Northwesterly corner of a parcel of land conveyed by the Van Sweringen Company to Shaker Hall Inc. by deed recorded in Volume 5186, Page 440 of Cuyahoga County Records;

thence North 89° 23' 25" West along the Southerly line of Shaker Boulevard S.E. as so dedicated, a distance of 379.05 ft. to the Northeasterly corner of the fourth parcel of land conveyed by the Van Sweringen Company to the City of Cleveland by Deed recorded in Volume 6861, Page 193 of Cuyahoga County Records;

thence South 0° 36' 35" West along the Easterly line of said fourth parcel of land and the Easterly line of the third parcel of land conveyed by said Deed a distance of 191.82 ft. to a parcel of land conveyed by the Van Sweringen Company to the City of Cleveland for the widening of Williams Avenue S.E. to 50 ft. in width and recorded in Volume 6861, Page 192 of Cuyahoga County Records;

thence North 89° 36' 0" East along said Northerly line of Williams Avenue S.E. as so conveyed, a distance of 379.09 ft. to the Southwesterly corner of land conveyed to Shaker Hall Inc. as above stated;

thence North 0° 36' 35" East along the Westerly line of land so conveyed to Shaker Hall Inc., a distance of 185.14 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

PPN: 129-10-001

Address: 12500 Shaker Blvd., Cleveland, OH 44120

**Parcel No. 2**

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

and known as being part of Original One Hundred Acre Lot No. 429, known as being certain Sublots of both Shaker Lakes View Subdivision recorded in Volume 46 of Maps, Page 25 of Cuyahoga County Records, and of Northwood Park Subdivision recorded in Volume 47 of Maps, Page 29 of Cuyahoga County Records, and is bounded and described as follows:

Beginning at a point in the Easterly line of East 127<sup>th</sup> Street, 50 ft. wide, at the Southwest corner of Sublot No. 46 of said Shaker Lakes View Subdivision;

thence from said place of beginning North 89° 46' 20" East along the Southerly line of said Sublot, 103.74 ft. to the Southeast corner of said Sublot;

thence North 0° 10' 09" East along the Easterly line of said Sublot, 2.32 ft. to the Southwest corner of Sublot No. 96 of said Northwood Park Subdivision;

thence South 89° 49' 51" East along the Southerly line of said Sublot No. 96, 150.00 ft. to the Westerly line of East 128<sup>th</sup> Street, 50 ft. wide;

thence South 0° 10' 09" West, along said Westerly line of East 128<sup>th</sup> Street, 135.42 ft. to a point of curve and marking the Northerly end of a turnout between the said Westerly line of East 128<sup>th</sup> Street and the Northerly line of a 6 foot easement to the City of Cleveland for sidewalk purposes which lies adjacent to and immediately North of

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Form No. 8148435  
Preliminary Judicial Report (09/01/2014)

File No.: 23-145N

**EXHIBIT 1**



**SCHEDULE A**  
(Continued)

the North line of Shaker Boulevard as shown on plat recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records;

thence Southwesterly along said turnout on a curved line deflecting to the right, 31.57 ft., said curved line has a radius of 20 ft. and the chord of whose arc bears South 45° 23' 22" West, 28.39 ft. to a point of tangency in said Northerly easement line; thence North 89° 23' 25" West along said Northerly easement line, 201.38 ft. to a point of curve and marking the Easterly end of a turnout between said Northerly easement line and said Easterly line of East 127<sup>th</sup> Street;

thence Northwesterly along said turnout on a curved line deflecting to the right, 49.24 ft. said curved line has a radius of 31.64 ft. and the chord of whose arc bears North 44° 48' 33" West, 44.41 ft. to a point of tangency in said Easterly line of East 127<sup>th</sup> Street;

thence North 0° 13' 40" West, along said Easterly line of East 127<sup>th</sup> Street, 119.41 ft. to the place of beginning, be the same more or less, but subject to all legal highways, as per a survey by McSteen & Associates, Inc., dated July 6, 1994.

PPN: 129-12-009 and 129-12-010

Address: 12701 Shaker Blvd., Cleveland, OH 44120

This Legal Description Complies with  
The Cuyahoga Transfer and  
Conveyance Standards and is approved  
for transfer

MAR 07 / 2023

Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Form No. 8148435  
Preliminary Judicial Report (09/01/2014)

File No.: 23-145N





23-03328-9

**IN THE CLEVELAND MUNICIPAL HOUSING COURT  
CUYAHOGA COUNTY, OHIO**

**CITY OF CLEVELAND,**

**Plaintiff,**

**vs.**

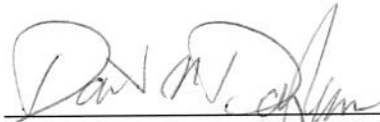
**SHAKER HEIGHTS APARTMENTS OWNER, LLC,  
ET AL.**

**Defendants**

) **CASE NO. 2023-CVH-002772**  
)  
) **JUDGE W. MONÁ SCOTT**  
)  
) **NOTICE OF VOLUNTARY**  
) **DISMISSAL WITHOUT**  
) **PREJUDICE OF DEFENDANTS**  
) **UNITED STATES TREASURY**  
) **DEPARTMENT INTERNAL**  
) **REVENUE SERVICE AND THE**  
) **OFFICE OF THE UNITED**  
) **STATES ATTORNEY, ONLY**

NOW COMES Plaintiff, City of Cleveland, by and through counsel and hereby voluntarily dismisses the above captioned matter without prejudice at Plaintiff's cost as to Defendants, United States Treasury Internal Revenue Service and the Office of the United States Attorney, Only. The case is to remain pending as to all other named Defendants.

Respectfully submitted,



DAVID M. DOUGLASS (0015312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
4725 Grayton Road, Cleveland, Ohio 44135  
(216) 362-7777 Fax No: (216) 362-4160  
E-Mail: [d.douglass@douglasslaw.com](mailto:d.douglass@douglasslaw.com)  
[z.germaniuk@douglasslaw.com](mailto:z.germaniuk@douglasslaw.com)  
[m.reardon@douglasslaw.com](mailto:m.reardon@douglasslaw.com)  
[s.berney@douglasslaw.com](mailto:s.berney@douglasslaw.com)  
*Attorneys for Plaintiff*

EARLE B. TURNER CLERK  
CLEVELAND MUNICIPAL COURT  
FILE DATE

2023 MAR 14 PM 3:27

# 6

**CERTIFICATE OF SERVICE**

A copy of the foregoing Notice of Voluntary Dismissal of Defendants United States Treasury Internal Revenue Service and the Office of the United States Attorney, Only, has been sent by regular U.S. mail, postage prepaid, this 13<sup>th</sup> day of March, 2023 to:

Shaker Heights Apartments Owner, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Commons Way, Suite 125  
Columbus, Ohio 43219

Shaker Heights Member, LLC  
1209 Orange Street  
Wilmington, DE 19801

Michael Chetrit  
512 7<sup>th</sup> Avenue, 16<sup>th</sup> Floor  
New York, NY 10018

Metropolitan Commercial Bank  
99 Park Avenue  
New York, NY 10018

Danielle Holifield aka Danielle Nickerson  
20710 Chagrin Blvd.  
Shaker Heights, Ohio 44122

E&M Management, LLC  
6200 Biltmore Avenue  
Baltimore, MD 21215

Eli Weiss aka Eliezer Weiss of  
E&M Management, LLC  
1402 Avenue K, Apt. 2P  
Brooklyn, NY 11230

Mordecai Weiss aka Morty Weiss of  
E&M Management, LLC  
734 W. 68<sup>th</sup> Street  
Shreveport, LA 71106

Yaacov Amar  
400 E 84<sup>th</sup> St, Apt. 40C  
New York, NY 10028

New York Community Bank  
102 Duffy Avenue, 3<sup>rd</sup> Floor  
NYCB Plaza  
Hicksville, NY 11801

Marbelle Industries, Inc.  
B&H Coin Laundry Service  
Attn: Tamara J. Hrynik  
21639 Miles Road #4  
Cleveland, OH 44128

Brent Delewski  
6700 Queens Way  
North Royalton, OH 44133

K Kern Painting, LLC  
211 N. Reynolds Road  
Toledo, Ohio 43615



K Kern Painting, LLC  
c/o Kenzy A. Kern, Stat Agent  
T-839 County Road 15B  
Napoleon, Ohio 43545

AAA Staffing, LLC  
21366 Provincial Blvd.  
Katy, TX 77450

Attorney General of the State of Ohio  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

Ohio Bureau of Workers' Compensation  
30 W. Spring Street  
Columbus, Ohio 43215

Ohio Department of Job & Family Services  
30 E. Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

United States Treasury Department-IRS  
1111 Constitution Avenue, NW  
Washington, D.C. 20224

Office of United States Attorney  
801 West Superior Avenue, Suite 400  
Cleveland, Ohio 44113

Cuyahoga County Treasurer  
2079 East 9<sup>th</sup> Street  
Cleveland, Ohio 44115

State of Ohio Department of Taxation  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215



DAVID M. DOUGLASS (0015312)  
ZACHARIAH S. GERMANIUK (0090109)  
MICHAEL E. REARDON (0062389)  
SEAN F. BERNEY (0058608)  
DOUGLASS & ASSOCIATES CO., L.P.A.  
4725 Grayton Road, Cleveland, Ohio 44135  
(216) 362-7777 Fax No: (216) 362-4160  
E-Mail: [d.douglass@douglasslaw.com](mailto:d.douglass@douglasslaw.com)  
[z.germaniuk@douglasslaw.com](mailto:z.germaniuk@douglasslaw.com)  
[m.reardon@douglasslaw.com](mailto:m.reardon@douglasslaw.com)  
[s.berney@douglasslaw.com](mailto:s.berney@douglasslaw.com)  
*Attorneys for Plaintiff*





**IN THE CLEVELAND MUNICIPAL COURT  
CUYAHOGA COUNTY, OHIO**

City of Cleveland,

2

CASE NO. 2023-CVH-002772

•

3

Plaintiff,

2

JUDGE W. MONA SCOTT

2

2

•

VS.

2

3

Shaker Heights Apartments Owner, LLC, et al.

2

**ANSWER OF DEFENDANT**  
**CUYAHOGA COUNTY**  
**TREASURER**

2

Defendants.

**ANSWER**

Now comes, Treasurer of Cuyahoga County, Ohio by and through counsel, Cuyahoga County Prosecuting Attorney, Michael C. O'Malley and admits that he claims to have some interest in and against the premises described in the complaint.

There is due him, as Treasurer of Cuyahoga County, Ohio, taxes, accrued taxes, assessments and penalties thereon as shown by the County Treasurer's tax duplicate, the exact amount being unascertainable at the present time, but which amount will be ascertainable at the time of sale.

Further answering, for want of knowledge and information, defendant denies each and every allegation in the complaint excepting the allegations admitted herein.

WHEREFORE, Treasurer of Cuyahoga County prays judgment for the amount due and asks that, upon judgment or upon sale of said property, the respective judgments and liens be paid according to their priority and that all taxes, accrued taxes, assessments and penalties, including sewer and water charges thereon, be ordered paid as a first and best lien on said premises to the Treasurer of Cuyahoga County, Ohio and that by filing this Answer, he is not putting himself before this Honorable Court to have any taxes abated or reduced.

Respectfully submitted,

MICHAEL C. O'MALLEY (0059592)  
Prosecuting Attorney of Cuyahoga County, Ohio

A handwritten signature in blue ink, appearing to read "Michael Fyffe", is written over a horizontal line.

BY: Michael Fyffe (0100093)  
Assistant Prosecuting Attorney – Tax Foreclosure  
Courthouse Square  
310 W. Lakeside Ave., Ste. 300  
Cleveland, Ohio 44113  
(216) 443-7797  
mfyffe@prosecutor.cuyahogacounty.us



CERTIFICATE OF SERVICE

Copies of the foregoing Answer have been sent via ordinary U.S. Mail, or via e-mail if an e-mail address is available in the court's case management system, on this 15<sup>th</sup> day of March 2023, to the following:

AAA Staffing LLC  
21366 Provincial Blvd  
Katy, TX 77450

Amar, Yaacov  
420 Madison Ave Ste 1001  
New York, NY 10017

Attorney General of The State of Ohio  
30 East Broad St 22nd Floor  
Columbus, OH 43215

Chetrit, Michael  
512 7th Ave 16th Floor  
New York, NY 10018

Delewski, Brent  
6700 Queens Way  
North Royalton, OH 44133

E & M Management LLC  
6200 Biltmore Ave  
Baltimore, MD 21215

Holifield, Danielle  
20710 Chagrin Blvd  
Shaker Hts, OH 44122

K Kern Painting LLC  
211 N Reynolds Road 15B  
Toledo, OH 43615

K Kern Painting LLC  
T-839 County Rd 15B  
Napolean, OH 43545

Marbelle Industries Inc B&H Coin Laundry  
Service  
Attn: Tamara J Hrynik  
21639 Mile Rd #4

Cleveland, OH 44128  
Metropolitan Commercial Bank  
99 Park Avenue  
New York, NY 10018

New York Community Bank  
Attn Loan Servicing  
LN#290718140 NYCB Plaza  
102 Duffy Avenue 3rd Floor  
Hicksville, NY 11801

Office of United States Attorney  
801 West Superior Ave Suite 400  
Cleveland, OH 44113

Ohio Bureau of Workers Compensation  
30 West Spring St  
Columbus, OH 43215

Ohio Department of Job & Family Services  
30 East Broad St 22nd Floor  
Columbus, OH 43215

Shaker Heights Apartments Owner LLC  
4400 Easton Common Way Suite 125  
Columbus, OH 43219

Shaker Heights Member LLC  
1209 Orange St  
Wilmington, DE 19801

State of Ohio Department of Taxation  
30 East Broad St 22nd Floor  
Columbus, OH 43215

United States Treasury Department Internal  
Revenue Service  
1111 Constitution Ave NW  
Washington, DC 20224

Weiss, Eli  
1402 Avenue K Apt 2P  
Brooklyn, NY 11230

Weiss, Mordecai  
734 W 68th St  
Shreveport, LA 71106

David M. Douglass  
4725 Grayton Road  
Cleveland, OH 44135  
Attorney for Plaintiff



---

BY: Michael Fyffe (0100093)

Assistant Prosecuting Attorney – Tax Foreclosure



## CITY OF CLEVELAND

VS.

Defendants.

STATE OF OHIO  
CUYAHOGA COUNTY

**NOTICE OF FILING SUBPOENA  
DUCES TECUM PURSUANT TO  
CIVIL RULE 45**

) SS.

Respectfully Submitted,

EARLE B. TURNER CLERK  
CLEVELAND MUNICIPAL COURT  
FILED MAY 2

2023 MAR 20 PM 3:20

34

**CERTIFICATE OF SERVICE**

A copy of the foregoing Notice of Filing Subpoena Duces Tecum pursuant to Civil Rule 45 has been sent by regular U.S. mail, postage prepaid, this March 17, 2023 to:

Shaker Heights Apartments Owner, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Commons Way, Suite 125  
Columbus, Ohio 43219

Shaker Heights Member, LLC  
1209 Orange Street  
Wilmington, DE 19801

Michael Chetrit  
512 7<sup>th</sup> Avenue, 16<sup>th</sup> Floor  
New York, NY 10018

Metropolitan Commercial Bank  
99 Park Avenue  
New York, NY 10018

Danielle Holifield aka Danielle Nickerson  
20710 Chagrin Blvd.  
Shaker Heights, Ohio 44122

E&M Management, LLC  
6200 Biltmore Avenue  
Baltimore, MD 21215

Eli Weiss aka Eliezer Weiss of  
E&M Management, LLC  
1402 Avenue K, Apt. 2P  
Brooklyn, NY 11230

Mordecai Weiss aka Morty Weiss of  
E&M Management, LLC  
734 W. 68<sup>th</sup> Street  
Shreveport, LA 71106

Yaacov Amar  
400 E. 84<sup>th</sup> Street, Apt. 40C  
New York, NY 10028



New York Community Bank  
102 Duffy Avenue, 3<sup>rd</sup> Floor  
NYCB Plaza  
Hicksville, NY 11801

Marbelle Industries, Inc.  
B&H Coin Laundry Service  
Attn: Tamara J. Hrynik  
21639 Miles Road #4  
Cleveland, OH 44128

Brent Delewski  
6700 Queens Way  
North Royalton, OH 44133

K Kern Painting, LLC  
211 N. Reynolds Road  
Toledo, Ohio 43615

K Kern Painting, LLC  
c/o Kenzy A. Kern, Stat Agent  
T-839 County Road 15B  
Napoleon, Ohio 43545

AAA Staffing, LLC  
21366 Provincial Blvd.  
Katy, TX 77450

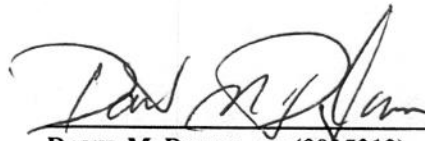
Michael Fyffe, Esq.  
Assistant Prosecuting Attorney-Tax Foreclosure  
Courthouse Square  
310 W. Lakeside Avenue, Ste. 300  
Cleveland, Ohio 44113  
E-mail: mfyffe@prosecutor.cuyahogacounty.us  
*Attorney for Defendant*  
*Cuyahoga County Treasurer*

State of Ohio Department of Taxation  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

Attorney General of the State of Ohio  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

Ohio Bureau of Workers' Compensation  
30 W. Spring Street  
Columbus, Ohio 43215

Ohio Department of Job & Family Services  
30 E. Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

A handwritten signature in black ink, appearing to read "David M. Douglass", is written over a horizontal line.

**DAVID M. DOUGLASS (0015312)**

**SEAN F. BERNEY (0058608)**

**MICHAEL E. REARDON (0062389)**

**ZACHARIAH S. GERMANIUK (0090109)**

**DOUGLASS & ASSOCIATES CO., L.P.A.**

*Attorneys for Plaintiff*



ORIGIN ID: CLEA (216) 362-4141  
DAVID DOUGLASS  
DOUGLASS & ASSOCIATES CO., LPA  
4725 GRAYTON ROAD

SHIP DATE: 20MAR23  
ACTWGT: 1.00 LB  
CAD: 101815714/INET4580

CLEVELAND, OH 44135  
UNITED STATES US

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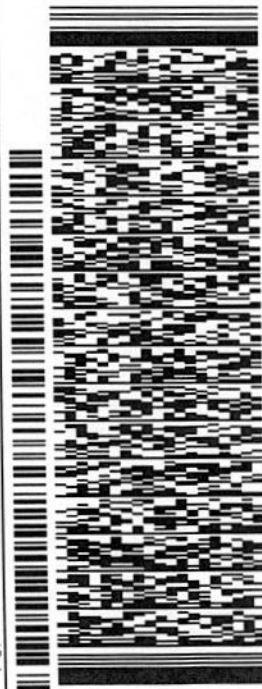
TO LARRY POPE  
HOWARD HANNA  
20710 CHAGRIN BLVD

SHAKER HEIGHTS OH 44122

(216) 751-8550 REF: 23-03328

INV  
PO

DEPT:



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Express



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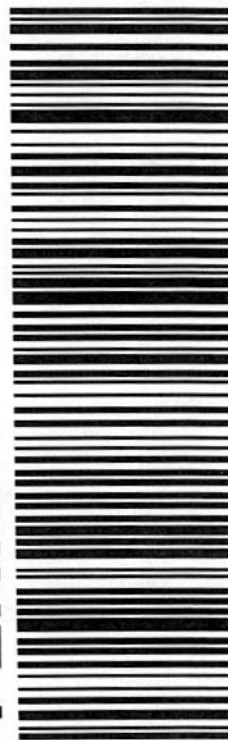
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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

581J7/9982/FE2D

**DOUGLASS & ASSOCIATES CO., L.P.A.  
ATTORNEYS AT LAW**

**DAVID M. DOUGLASS  
SEAN F. BERNEY  
MICHAEL E. REARDON  
HEIDI A. ARMSTRONG  
ZACHARIAH S. GERMANIUK, OF COUNSEL**

**4725 GRAYTON ROAD  
CLEVELAND, OHIO 44135  
(216) 362-7777  
(888) 871-1776  
FAX(216) 362-4160  
eMail: collections@douglasslaw.com**

March 17, 2023

Larry Pope, Manager  
Howard Hanna-Shaker Heights Office  
20710 Chagrin Boulevard  
Shaker Heights, Ohio 44122

**Re: City of Cleveland vs. Shaker Heights Apartments Owner, LLC, Et Al.  
Cleveland Municipal Court Case No. 2023-CVH-002772  
Our File No.: 23-03328-3**

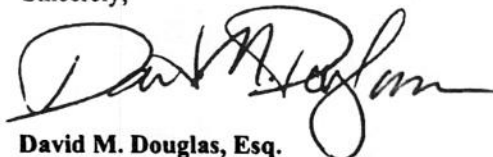
Dear Mr. Pope:

Enclosed please find a Subpoena Duces Tecum issued pursuant to Civil Rule 45 in reference to the above-captioned matter.

Please call our offices at (216) 362-7777 to confirm receipt of this subpoena and the appearance of your Records Custodian on March 23, 2023 at 10:30AM at the Cleveland Municipal Court Hearing on the Temporary Restraining Order and Injunctive Relief, before the Housing Magistrate on the 13<sup>th</sup> Floor of the Justice Center, 1200 Ontario Street, Cleveland, Ohio. Please plan to arrive at least fifteen (15) minutes prior to the start time of the Hearing. Please contact the undersigned for approval of reimbursement for you reasonable expenses incurred in complying with this request.

Thank you for your assistance in this matter.

Sincerely,



**David M. Douglas, Esq.  
Zachariah S. Germaniuk, Esq., Of Counsel  
Attorney at Law  
Douglass & Associates Co., LPA**

Enc.



DOUGLASS & ASSOCIATES CO., LPA

CITY OF CLEVELAND  
4725 GRAYTON ROAD  
CLEVELAND, OHIO 44135  
216/362-7777

2023-CVH-002772

TRI STATE CAPITAL BANK

8-1900/430

022192192  
400-00

\*\*\*\*\*06 DOLLARS AND 00 CENTS

PAY  
TO THE  
ORDER  
OF

DATE

3/20/23

AMOUNT

\$6.00

Larry Pope. Manager  
Howard Hanna-Shaker Heights Office  
20710 Chagrin Blvd.  
Shaker Heights OH 44122

VOID AFTER 90 DAYS

Witness Fee:

022192 1043019003 0220003577

DOUGLASS & ASSOCIATES CO., LPA / IOLTA ACCOUNT

22192

CITY OF CLEVELAND LAW DEPARTMENT

Client 400-00

VS

23-03328-0 SHAKER HEIGHTS APARTMENTS OWNE

Witness Fee:

Re:

TRUST: 9002 CHECK: 022192 on 3/20/23

129-10-001 129-12-01 2023-CVH-002772

\$6.00

DOUGLASS & ASSOCIATES CO., LPA / IOLTA ACCOUNT

22192

CITY OF CLEVELAND LAW DEPARTMENT

Client 400-00

VS

23-03328-0 SHAKER HEIGHTS APARTMENTS OWNE

Witness Fee:

Re:

TRUST: 9002 CHECK: 022192 on 3/20/23

129-10-001 129-12-01 2023-CVH-002772

\$6.00





C OF C 16A-735

THE STATE OF OHIO  
CUYAHOGA COUNTY ss.  
CITY OF CLEVELAND

CITY OF CLEVELAND

Plaintiff.

VS.

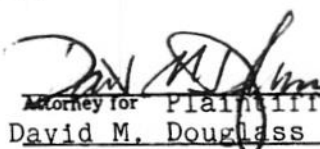
SHAKER HEIGHTS APARTMENTS OWNER, LLC, ET AL

Defendant.

## CLEVELAND MUNICIPAL COURT SUBPOENA

Case No. 2023CVH002772

Courtroom No. \_\_\_\_\_

  
Attorney for Plaintiff-City of Cleveland  
David M. Douglass (0015312)

TO Larry Pope, Manager and/or custodian of records

Howard Hanna-Shaker Heights Office

20710 Chagrin Blvd.

Shaker Heights, OH 44122

You are required to attend on the 23rd day of March A.D. 2023, before the CLEVELAND MUNICIPAL COURT, JUSTICE CENTER - COURTS TOWER, 1200 ONTARIO, Courtroom No. 13th Flr, Time 10:30AM to testify as witness on behalf of Plaintiff in the above entitled case, and not depart the Court without leave. Fail not under penalty of the law.

### RULE 45. RULES OF CIVIL PROCEDURE, Parts C & D:

#### (C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS

(1) A PARTY OR AN ATTORNEY RESPONSIBLE FOR THE ISSUANCE AND SERVICE OF A SUBPOENA SHALL TAKE REASONABLE STEPS TO AVOID IMPOSING UNDUE BURDEN OR EXPENSE ON A PERSON SUBJECT TO THAT SUBPOENA.

(2)(a) A PERSON COMMANDED TO PRODUCE AND PERMIT INSPECTION AND COPYING OF DESIGNATED BOOKS, PAPERS, DOCUMENTS, OR TANGIBLE THINGS, OR INSPECTION OF PREMISES, NEED NOT APPEAR IN PERSON AT THE PLACE OF PRODUCTION OR INSPECTION UNLESS COMMANDED TO APPEAR FOR DEPOSITION, HEARING OR TRIAL.

(b) SUBJECT TO DIVISION (D)(2) OF THIS RULE, A PERSON COMMANDED TO PRODUCE AND PERMIT INSPECTION AND COPYING MAY, WITHIN FOURTEEN DAYS AFTER SERVICE OF THE SUBPOENA OR BEFORE THE TIME SPECIFIED FOR COMPLIANCE IF SUCH TIME IS LESS THAN FOURTEEN DAYS AFTER SERVICE, SERVE UPON THE PARTY OR ATTORNEY DESIGNATED IN THE SUBPOENA WRITTEN OBJECTIONS TO INSPECTION AND COPYING OF ANY OR ALL OF THE DESIGNATED MATERIALS OR OF THE PREMISES. IF OBJECTION IS MADE, THE PARTY SERVING THE SUBPOENA SHALL NOT BE ENTITLED TO INSPECT AND COPY THE MATERIALS OR INSPECT THE PREMISES EXCEPT PURSUANT TO AN ORDER OF THE COURT BY WHICH THE SUBPOENA WAS ISSUED. IF OBJECTION HAS BEEN MADE, THE PARTY SERVING THE SUBPOENA, UPON NOTICE TO THE PERSON COMMANDED TO PRODUCE, MAY MOVE AT ANY TIME FOR AN ORDER TO COMPEL THE PRODUCTION. AN ORDER TO COMPEL PRODUCTION SHALL PROTECT ANY PERSON WHO IS NOT A PARTY OR AN OFFICER OF A PARTY FROM SIGNIFICANT EXPENSE RESULTING FROM THE INSPECTION AND COPYING COMMANDED.

(3) ON TIMELY MOTION, THE COURT FROM WHICH THE SUBPOENA WAS ISSUED SHALL QUASH OR MODIFY THE SUBPOENA, OR ORDER APPEARANCE OR PRODUCTION ONLY UNDER SPECIFIED CONDITIONS, IF THE SUBPOENA DOES ANY OF THE FOLLOWING:

(a) FAILS TO ALLOW REASONABLE TIME TO COMPLY:

(b) REQUIRES DISCLOSURE OF PRIVILEGED OR OTHERWISE PROTECTED MATTER AND NO EXCEPTION OR WAIVER APPLIES;

(c) REQUIRES DISCLOSURE OF AN UNRETAINED EXPERT'S OPINION OR INFORMATION NOT DESCRIBING SPECIFIC EVENTS OR OCCURRENCES IN DISPUTE AND RESULTING FROM THE EXPERT'S STUDY MADE NOT AT THE REQUEST OF ANY PARTY;

(d) SUBJECTS A PERSON TO UNDUE BURDEN.

(4) BEFORE FILING A MOTION PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE, A PERSON RESISTING DISCOVERY UNDER THIS RULE SHALL ATTEMPT TO RESOLVE ANY CLAIM OF UNDUE BURDEN THROUGH DISCUSSIONS WITH THE ISSUING ATTORNEY. A MOTION FILED PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE SHALL BE SUPPORTED BY AN AFFIDAVIT OF THE SUBPOENAED PERSON OR A CERTIFICATE OF THAT PERSON'S ATTORNEY OF THE EFFORTS MADE TO RESOLVE ANY CLAIM OF UNDUE BURDEN.

(5) IN CASES UNDER DIVISION (C)(3)(c) OR (C)(3)(d) OF THIS RULE, THE COURT SHALL QUASH OR MODIFY THE SUBPOENA UNLESS THE PARTY IN WHOSE BEHALF THE SUBPOENA IS ISSUED SHOWS A SUBSTANTIAL NEED FOR THE TESTIMONY OR MATERIAL THAT CANNOT BE OTHERWISE MET WITHOUT UNDUE HARDSHIP AND ASSURES THAT THE PERSON TO WHOM THE SUBPOENA IS ADDRESSED WILL BE REASONABLY COMPENSATED.

#### (D) DUTIES IN RESPONDING TO SUBPOENA.

(1) A PERSON RESPONDING TO A SUBPOENA TO PRODUCE DOCUMENTS SHALL PRODUCE THEM AS THEY ARE KEPT IN THE USUAL COURSE OF BUSINESS OR SHALL ORGANIZE AND LABEL THEM TO CORRESPOND WITH THE CATEGORIES IN THE DEMAND. A PERSON PRODUCING DOCUMENTS PURSUANT TO A SUBPOENA FOR THEM SHALL PERMIT THEIR INSPECTION AND COPYING BY ALL PARTIES PRESENT AT THE TIME AND PLACE SET IN THE SUBPOENA FOR INSPECTION AND COPYING.

(2) WHEN INFORMATION SUBJECT TO A SUBPOENA IS WITHHELD ON A CLAIM THAT IT IS PRIVILEGED OR SUBJECT TO PROTECTION AS TRIAL PREPARATION MATERIALS, THE CLAIM SHALL BE MADE EXPRESSLY AND SHALL BE SUPPORTED BY A DESCRIPTION OF THE NATURE OF THE DOCUMENTS, COMMUNICATIONS, OR THINGS NOT PRODUCED THAT IS SUFFICIENT TO ENABLE THE DEMANDING PARTY TO CONTEST THE CLAIM.

WITNESS, EARL B. TURNER, Clerk of our said Cleveland Municipal Court,

and the seal of said Court, at Cleveland, this

\_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_

EARL B. TURNER, Clerk

Rv

Deputy Clerk

## **DUCES TECUM**

Please appear and bring with you the following documents:

1. All Howard Hanna records concerning sales agent Danielle Holifield aka Danielle Nickerson's work as Property Manager for the owners of 12500 Shaker Boulevard, 12600 Shaker Boulevard, and 12701 Shaker Boulevard, Cleveland, Ohio 44120;
2. All Howard Hanna records indicating who supervises Danielle Holifield aka Danielle Nickerson as Property Manager for 12500 Shaker Boulevard, 12600 Shaker Boulevard, and 12701 Shaker Boulevard, Cleveland, Ohio 44120;
3. All contracts, agreements, or written communications between Howard Hanna and Shaker Heights Apartments Owner, LLC or any affiliate company of it;
4. Names and addresses of all Howard Hanna employees, agents, or licensed sales agents, property managers, or real estate brokers who are involved with the Property Management of the buildings owned by Shaker Heights Apartments Owner, LLC at 12500 Shaker Boulevard, 12600 Shaker Boulevard, and 12701 Shaker Boulevard, Cleveland, Ohio 44120.



**Rule 45. Subpoena**

**(C) Protection of persons subject to subpoenas.**

**(1)** A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.

**(2) (a)** A person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing, or trial.

**(b)** Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce, may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.

**(3)** On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following:

**(a)** Fails to allow reasonable time to comply;

**(b)** Requires disclosure of privileged or otherwise protected matter and no exception or waiver applies;

**(c)** Requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described by Civ.R. 26(B)(4), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by that expert that was not made at the request of any party;

**(d)** Subjects a person to undue burden.

**(4)** Before filing a motion pursuant to division (C)(3)(d) of this rule, a person resisting discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C)(3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.

**(5)** If a motion is made under division (C)(3)(c) or (C)(3)(d) of this rule, the court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated.

**(D) Duties in responding to subpoena.**

**(1)** A person responding to a subpoena to produce documents shall, at the person's option, produce them as they are kept in the usual course of business or organized and labeled to correspond with the categories in the subpoena. A person producing documents or electronically stored information pursuant to a subpoena for them shall permit their inspection and copying by all parties present at the time and place set in the subpoena for inspection and copying.

**(2)** If a request does not specify the form or forms for producing electronically stored information, a person responding to a subpoena may produce the information in a form or forms in which the information is ordinarily maintained if that form is reasonably useable, or in any form that is reasonably useable. Unless ordered by the court or agreed to by the person subpoenaed, a person responding to a subpoena need not produce the same electronically stored information in more than one form.

**(3)** A person need not provide discovery of electronically stored information when the production imposes undue burden or expense. On motion to compel discovery or for a protective order, the person from whom electronically stored information is sought must show that the information is not reasonably accessible because of undue burden or expense. If a showing of undue burden or expense is made, the court may nonetheless order production of electronically stored information if the requesting party shows good cause. The court shall consider the factors in Civ. R. 26(B)(4) when determining if good cause exists. In ordering production of electronically stored information, the court may specify the format, extent, timing, allocation of expenses and other conditions for the discovery of the electronically stored information.

**(4)** When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**(5)** If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a receiving party must promptly return, sequester, or destroy the specified information and any copies within the party's possession, custody or control. A party may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim of privilege or of protection as trial-preparation material. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.



**AFFIDAVIT OF SERVICE OF SUBPOENA  
BY PRIVATE PERSON OR ATTORNEY  
RULES CIVIL PROCEDURE  
RULE 45 (C)**

STATE OF OHIO }  
CUYAHOGA COUNTY } ss.  
CITY OF CLEVELAND }

Being duly sworn says that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ he served this subpoena on the within named \_\_\_\_\_ by: \_\_\_\_\_

Personal Service

Leaving a copy at his/her usual place or residence with \_\_\_\_\_ of suitable age and discretion residing therein.

Not found.

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TITLE \_\_\_\_\_

AMT. FEE PAID \$ \_\_\_\_\_

**CLEVELAND MUNICIPAL COURT**

CITY OF CLEVELAND

vs.  
SHAKER HEIGHTS APARTMENTS OWNER LLC  
ET AL.

**SUBPOENA**

No. of Case 2023CVH002772

Filed \_\_\_\_\_, 20\_\_\_\_

Subpoena Issued \_\_\_\_\_, 20\_\_\_\_

Attorney. \_\_\_\_\_

Received \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ M.

Bailiff. \_\_\_\_\_

RETURNED AND FILED

\_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_ Deputy Bailiff

THE STATE OF OHIO }  
CUYAHOGA COUNTY } ss.  
CITY OF CLEVELAND }

**BAILIFF'S FEES**

Service on \_\_\_\_\_ \$ \_\_\_\_\_

Cop \_\_\_\_\_

Miles Travel \_\_\_\_\_

Return \_\_\_\_\_

AMT. FEE PAID \$ \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I served this Subpoena on the within named.

23-03328

**IN THE CLEVELAND MUNICIPAL HOUSING COURT  
CUYAHOGA COUNTY, OHIO**

CITY OF CLEVELAND

Plaintiff,

vs.

SHAKER HEIGHTS APARTMENTS OWNER, LLC,  
ET AL.

Defendants.

STATE OF OHIO  
CUYAHOGA COUNTY

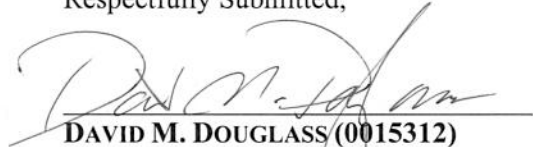
) CASE NO. 2023-CVH-002772  
) JUDGE W. MONA SCOTT  
)  
)  
)  
)

) **NOTICE OF FILING SUBPOENA**  
) **DUCES TECUM PURSUANT TO**  
) **CIVIL RULE 45**  
)  
)

) ss.  
)

Now comes, Plaintiff, by and through counsel who hereby notifies this honorable court the Plaintiff has issued a subpoena pursuant to Ohio Rules of Civil Procedure 45. A copy of said subpoena is attached and will be served by Plaintiff's Counsel.

Respectfully Submitted,



**DAVID M. DOUGLASS (0015312)**  
**SEAN F. BERNEY (0058608)**  
**MICHAEL E. REARDON (0062389)**  
**ZACHARIAH S. GERMANIUK (0090109)**  
**DOUGLASS & ASSOCIATES Co., L.P.A.**  
4725 Grayton Road  
Cleveland, OH 44135  
(216) 362-7777  
Fax No. (216) 362-4160  
E-Mail: d.douglass@douglasslaw.com  
z.germaniuk@douglasslaw.com  
*Attorneys for Plaintiff*

EARLE B. TURNER CLERK  
CLEVELAND MUNICIPAL COURT  
FILE DATE

2023 MAR 21 PM 4:11

# 6



**CERTIFICATE OF SERVICE**

A copy of the foregoing Notice of Filing a Subpoena Duces Tecum pursuant to Civil Rule 45 has been sent by regular U.S. mail, postage prepaid, this March 21, 2023 to:

Shaker Heights Apartments Owner, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Commons Way, Suite 125  
Columbus, Ohio 43219

Shaker Heights Member, LLC  
1209 Orange Street  
Wilmington, DE 19801

Michael Chetrit  
512 7<sup>th</sup> Avenue, 16<sup>th</sup> Floor  
New York, NY 10018

Metropolitan Commercial Bank  
99 Park Avenue  
New York, NY 10018

Danielle Holifield aka Danielle Nickerson  
20710 Chagrin Blvd.  
Shaker Heights, Ohio 44122

E&M Management, LLC  
6200 Biltmore Avenue  
Baltimore, MD 21215

Eli Weiss aka Eliezer Weiss of  
E&M Management, LLC  
1402 Avenue K, Apt. 2P  
Brooklyn, NY 11230

Mordecai Weiss aka Morty Weiss of  
E&M Management, LLC  
734 W. 68<sup>th</sup> Street  
Shreveport, LA 71106

Yaacov Amar  
400 E. 84<sup>th</sup> Street, Apt. 40C  
New York, NY 10028

Phillip Barragate, Esq.  
4805 Montgomery Road, Suite 320  
Norwood, Ohio 45212  
E-mail: [pbarragate@logs.com](mailto:pbarragate@logs.com)  
*Attorney for Defendant*  
*New York Community Bank*

Marbelle Industries, Inc.  
B&H Coin Laundry Service  
Attn: Tamara J. Hrynik  
21639 Miles Road #4  
Cleveland, OH 44128

Brent Delewski  
6700 Queens Way  
North Royalton, OH 44133

K Kern Painting, LLC  
211 N. Reynolds Road  
Toledo, Ohio 43615

K Kern Painting, LLC  
c/o Kenzy A. Kern, Stat Agent  
T-839 County Road 15B  
Napoleon, Ohio 43545

AAA Staffing, LLC  
21366 Provincial Blvd.  
Katy, TX 77450

Michael Fyffe, Esq.  
Assistant Prosecuting Attorney-Tax Foreclosure  
Courthouse Square  
310 W. Lakeside Avenue, Ste. 300  
Cleveland, Ohio 44113  
E-mail: [mfyffe@prosecutor.cuyahogacounty.us](mailto:mfyffe@prosecutor.cuyahogacounty.us)  
*Attorney for Defendant*  
*Cuyahoga County Treasurer*

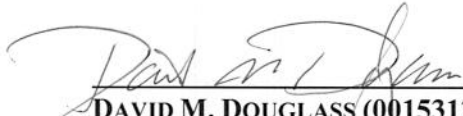
State of Ohio Department of Taxation  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

Attorney General of the State of Ohio  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215



Ohio Bureau of Workers' Compensation  
30 W. Spring Street  
Columbus, Ohio 43215

Ohio Department of Job & Family Services  
30 E. Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215



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**DAVID M. DOUGLASS (0015312)**  
**SEAN F. BERNEY (0058608)**  
**MICHAEL E. REARDON (0062389)**  
**ZACHARIAH S. GERMANIUK (0090109)**  
**DOUGLASS & ASSOCIATES Co., L.P.A.**  
*Attorneys for Plaintiff*

**DOUGLASS & ASSOCIATES CO., L.P.A.**  
**ATTORNEYS AT LAW**

DAVID M. DOUGLASS  
SEAN F. BERNEY  
MICHAEL E. REARDON  
HEIDI A. ARMSTRONG  
ZACHARIAH S. GERMANIUK, OF COUNSEL

4725 GRAYTON ROAD  
CLEVELAND, OHIO 44135  
(216) 362-7777  
(888) 871-1776  
FAX(216) 362-4160  
eMail: collections@douglasslaw.com

March 21, 2023

VIA HAND-DELIVERY

Eric Parish, Patrol Officer  
Badge No. 2045  
City of Cleveland Division of Police  
Fourth District  
9333 Kinsman Road  
Cleveland, Ohio 44104

**Re: City of Cleveland vs. Shaker Heights Apartments Owner, LLC, Et Al.**  
**Cleveland Municipal Court Case No. 2023-CVH-002772**  
**Our File No.: 23-03328-3**

Dear Officer Parish:

Enclosed please find a Subpoena Duces Tecum issued pursuant to Civil Rule 45 in reference to the above-captioned matter, with a half day witness fee check in the amount of *Six Dollars (\$6.00)*.

Please call our offices at (216) 362-7777 to confirm receipt of this subpoena and your appearance on March 23, 2023 at 10:30AM at the Cleveland Municipal Court Hearing on the Temporary Restraining Order and Injunctive Relief, before the Housing Magistrate on the 13<sup>th</sup> Floor of the Justice Center, 1200 Ontario Street, Cleveland, Ohio.

Thank you for your assistance in this matter.

Sincerely,



**David M. Douglas, Esq.**  
**Zachariah S. Germaniuk, Esq., Of Counsel**  
Attorney at Law  
Douglass & Associates Co., LPA

Enc.



THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND SECURE DOCUMENT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

**DOUGLASS & ASSOCIATES CO., LPA****CITY OF CLEVELAND**4725 GRAYTON ROAD  
CLEVELAND, OHIO 44135  
216/362-7777

2023-CVH-002772

**TRI STATE CAPITAL BANK**

8-1900/430

0221

400-00

\*\*\*\*\*06 DOLLARS AND 00 CENTS

**PAY  
TO THE  
ORDER  
OF****DATE**

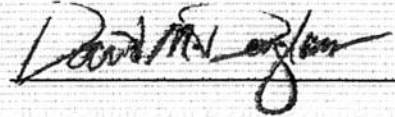
3/21/23

**AMOUNT**

\$6.00

Eric Parish Badge #2045  
City of Cleveland Patrolman  
Fourth District 9333 Kinsman Rd.  
Cleveland OH 44104

VOID AFTER 90 DAYS



Witness Fee:

"022193" "022193" "022193" "022193"

**DOUGLASS & ASSOCIATES CO., LPA / IOLTA ACCOUNT****22193****CITY OF CLEVELAND LAW DEPARTMENT**

Client 400-00

VS

TRUST: 002 CHECK: 022193 on 3/21/23

23-03328-0 SHAKER HEIGHTS APARTMENTS OWNE 129-10-001 129-12-01 2023-CVH-002772

Witness Fee:

\$6.00

Re:

**DOUGLASS & ASSOCIATES CO., LPA / IOLTA ACCOUNT****22193****CITY OF CLEVELAND LAW DEPARTMENT**

Client 400-00

VS

TRUST: 002 CHECK: 022193 on 3/21/23

23-03328-0 SHAKER HEIGHTS APARTMENTS OWNE 129-10-001 129-12-01 2023-CVH-002772

Witness Fee:

\$6.00

Re:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



C OF C 18A-735

THE STATE OF OHIO  
 CUYAHOGA COUNTY ss.  
 CITY OF CLEVELAND  
 CITY OF CLEVELAND

# CLEVELAND MUNICIPAL COURT SUBPOENA

Case No. 2023CVH002772

Plaintiff.

Courtroom No. AL

VS.

SHAKER HEIGHTS APARTMENTS OWNER, LLC, ET AL  
 Defendant.

*David M. Douglass*  
 Attorney for Plaintiff - City of Cleveland  
 David M. Douglass (0015312)

TO Eric Parish, Patrol Officer  
Badge No. 2045  
City of Cleveland Division of Police  
Fourth District  
9333 Kinsman Road  
Cleveland, Ohio 44104

You are required to attend on the 23rd day of March A.D. 2023, before the CLEVELAND MUNICIPAL COURT, JUSTICE CENTER - COURTS TOWER, 1200 ONTARIO, Courtroom No. 13th Flr Time 10:00AM to testify as witness on behalf of Plaintiff in the above entitled case, and not depart the Court without leave. Fail not under penalty of the law. See attached Duces Tecum.

## RULE 45. RULES OF CIVIL PROCEDURE, Parts C & D:

### (C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS

(1) A PARTY OR AN ATTORNEY RESPONSIBLE FOR THE ISSUANCE AND SERVICE OF A SUBPOENA SHALL TAKE REASONABLE STEPS TO AVOID IMPOSING UNDUE BURDEN OR EXPENSE ON A PERSON SUBJECT TO THAT SUBPOENA.

(2)(a) A PERSON COMMANDED TO PRODUCE AND PERMIT INSPECTION AND COPYING OF DESIGNATED BOOKS, PAPERS, DOCUMENTS, OR TANGIBLE THINGS, OR INSPECTION OF PREMISES, NEED NOT APPEAR IN PERSON AT THE PLACE OF PRODUCTION OR INSPECTION UNLESS COMMANDED TO APPEAR FOR DEPOSITION, HEARING OR TRIAL.

(b) SUBJECT TO DIVISION (D)(2) OF THIS RULE, A PERSON COMMANDED TO PRODUCE AND PERMIT INSPECTION AND COPYING MAY, WITHIN FOURTEEN DAYS AFTER SERVICE OF THE SUBPOENA OR BEFORE THE TIME SPECIFIED FOR COMPLIANCE IF SUCH TIME IS LESS THAN FOURTEEN DAYS AFTER SERVICE, SERVE UPON THE PARTY OR ATTORNEY DESIGNATED IN THE SUBPOENA WRITTEN OBJECTIONS TO INSPECTION AND COPYING OF ANY OR ALL OF THE DESIGNATED MATERIALS OR OF THE PREMISES. IF OBJECTION IS MADE, THE PARTY SERVING THE SUBPOENA SHALL NOT BE ENTITLED TO INSPECT AND COPY THE MATERIALS OR INSPECT THE PREMISES EXCEPT PURSUANT TO AN ORDER OF THE COURT BY WHICH THE SUBPOENA WAS ISSUED. IF OBJECTION HAS BEEN MADE, THE PARTY SERVING THE SUBPOENA, UPON NOTICE TO THE PERSON COMMANDED TO PRODUCE, MAY MOVE AT ANY TIME FOR AN ORDER TO COMPEL THE PRODUCTION. AN ORDER TO COMPEL PRODUCTION SHALL PROTECT ANY PERSON WHO IS NOT A PARTY OR AN OFFICER OF A PARTY FROM SIGNIFICANT EXPENSE RESULTING FROM THE INSPECTION AND COPYING COMMANDED.

(3) ON TIMELY MOTION, THE COURT FROM WHICH THE SUBPOENA WAS ISSUED SHALL QUASH OR MODIFY THE SUBPOENA, OR ORDER APPEARANCE OR PRODUCTION ONLY UNDER SPECIFIED CONDITIONS, IF THE SUBPOENA DOES ANY OF THE FOLLOWING:

(a) FAILS TO ALLOW REASONABLE TIME TO COMPLY;

(b) REQUIRES DISCLOSURE OF PRIVILEGED OR OTHERWISE PROTECTED MATTER AND NO EXCEPTION OR WAIVER APPLIES;

(c) REQUIRES DISCLOSURE OF AN UNRETAINED EXPERT'S OPINION OR INFORMATION NOT DESCRIBING SPECIFIC EVENTS OR OCCURRENCES IN DISPUTE AND RESULTING FROM THE EXPERT'S STUDY MADE NOT AT THE REQUEST OF ANY PARTY;

(d) SUBJECTS A PERSON TO UNDUE BURDEN.

(4) BEFORE FILING A MOTION PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE, A PERSON RESISTING DISCOVERY UNDER THIS RULE SHALL ATTEMPT TO RESOLVE ANY CLAIM OF UNDUE BURDEN THROUGH DISCUSSIONS WITH THE ISSUING ATTORNEY. A MOTION FILED PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE SHALL BE SUPPORTED BY AN AFFIDAVIT OF THE SUBPOENAED PERSON OR A CERTIFICATE OF THAT PERSON'S ATTORNEY OF THE EFFORTS MADE TO RESOLVE ANY CLAIM OF UNDUE BURDEN.

(5) IN CASES UNDER DIVISION (C)(3)(c) OR (C)(3)(d) OF THIS RULE, THE COURT SHALL QUASH OR MODIFY THE SUBPOENA UNLESS THE PARTY IN WHOSE BEHALF THE SUBPOENA IS ISSUED SHOWS A SUBSTANTIAL NEED FOR THE TESTIMONY OR MATERIAL THAT CANNOT BE OTHERWISE MET WITHOUT UNDUE HARDSHIP AND ASSURES THAT THE PERSON TO WHOM THE SUBPOENA IS ADDRESSED WILL BE REASONABLY COMPENSATED.

### (D) DUTIES IN RESPONDING TO SUBPOENA

(1) A PERSON RESPONDING TO A SUBPOENA TO PRODUCE DOCUMENTS SHALL PRODUCE THEM AS THEY ARE KEPT IN THE USUAL COURSE OF BUSINESS OR SHALL ORGANIZE AND LABEL THEM TO CORRESPOND WITH THE CATEGORIES IN THE DEMAND. A PERSON PRODUCING DOCUMENTS PURSUANT TO A SUBPOENA FOR THEM SHALL PERMIT THEIR INSPECTION AND COPYING BY ALL PARTIES PRESENT AT THE TIME AND PLACE SET IN THE SUBPOENA FOR INSPECTION AND COPYING.

(2) WHEN INFORMATION SUBJECT TO A SUBPOENA IS WITHHELD ON A CLAIM THAT IT IS PRIVILEGED OR SUBJECT TO PROTECTION AS TRIAL PREPARATION MATERIALS, THE CLAIM SHALL BE MADE EXPRESSLY AND SHALL BE SUPPORTED BY A DESCRIPTION OF THE NATURE OF THE DOCUMENTS, COMMUNICATIONS, OR THINGS NOT PRODUCED THAT IS SUFFICIENT TO ENABLE THE DEMANDING PARTY TO CONTEST THE CLAIM.

WITNESS, EARL B. TURNER, Clerk of our said Cleveland Municipal Court,

and the seal of said Court, at Cleveland, this

\_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_

EARL B. TURNER, Clerk

Rv

Deputy Clerk

## **DUCES TECUM**

Please appear and bring with you the following documents:

1. Police Report List for 12701 Shaker Boulevard, Cleveland, Ohio, identified in Plaintiff City of Cleveland's Complaint as Exhibit "P";
2. Police Report List for 12600 Shaker Boulevard, Cleveland, Ohio, identified in Plaintiff City of Cleveland's Complaint as Exhibit "Q";
3. Police Report List for 12500 Shaker Boulevard, Cleveland, Ohio, identified in Plaintiff City of Cleveland's Complaint as Exhibit "R"; and
4. Police Report List of Codes to Describe Reported Crime, identified in Plaintiff City of Cleveland's Complaint as Exhibit "S".



DATE/TIME	EVENT	TYPE	LOCATION
10/8/2021 0:08	<u>202100310939</u>	DVX	12701 SHAKER BLVD CLEV,705
10/23/2021 1:22	<u>202100327161</u>	PRWL	12701 SHAKER BLVD CLEV
10/29/2021 12:45	<u>202100333616</u>	CWEL	12701 SHAKER BLVD CLEV,611A
10/30/2021 12:36	<u>202100334633</u>	FRAU	12701 SHAKER BLVD CLEV,708
11/1/2021 10:50	<u>202100336484</u>	DMG	12701 SHAKER BLVD CLEV,702
11/5/2021 22:28	<u>202100341083</u>	MNTL	12701 SHAKER BLVD CLEV,408
11/6/2021 12:35	<u>202100341580</u>	GTV	12701 SHAKER BLVD CLEV
11/17/2021 9:55	<u>202100352461</u>	RC1	12701 SHAKER BLVD CLEV,604
11/21/2021 2:35	<u>202100356274</u>	MNTL	12701 SHAKER BLVD CLEV,408
11/23/2021 12:10	<u>202100358462</u>	RC1	12701 SHAKER BLVD CLEV,604
12/5/2021 0:11	<u>202100369171</u>	DIST	12701 SHAKER BLVD CLEV,504
12/15/2021 10:43	<u>202100378996</u>	RC1	12701 SHAKER BLVD CLEV,403
12/27/2021 17:54	<u>202100389527</u>	AC	12701 SHAKER BLVD CLEV
1/22/2022 9:42	<u>202200019576</u>	DMG	12701 SHAKER BLVD CLEV,604
2/4/2022 11:43	<u>202200032199</u>	DVX	12701 SHAKER BLVD CLEV
2/7/2022 18:46	<u>202200035651</u>	RFS	12701 SHAKER BLVD CLEV
2/18/2022 11:09	<u>202200046076</u>	RFS	12701 SHAKER BLVD CLEV
2/20/2022 17:09	<u>202200048321</u>	SA	12701 SHAKER BLVD CLEV,202
2/20/2022 18:35	<u>202200048379</u>	TRS	12701 SHAKER BLVD CLEV
2/20/2022 20:27	<u>202200048454</u>	TRS	12701 SHAKER BLVD CLEV
2/21/2022 10:42	<u>202200048928</u>	TEST	12701 SHAKER BLVD CLEV
3/4/2022 15:27	<u>202200059933</u>	ALMR	12701 SHAKER BLVD CLEV,604
3/14/2022 18:26	<u>202200070060</u>	GTV	12701 SHAKER BLVD CLEV,211
3/14/2022 21:29	<u>202200070245</u>	TEST	12701 SHAKER BLVD CLEV
3/19/2022 13:50	<u>202200075299</u>	ASX	12701 SHAKER BLVD CLEV,211
3/22/2022 8:23	<u>202200077866</u>	SLMP	12701 SHAKER BLVD CLEV
4/9/2022 14:57	<u>202200096763</u>	CDX	12701 SHAKER BLVD CLEV
4/25/2022 0:08	<u>202200112870</u>	GTV	12701 SHAKER BLVD CLEV,706
4/30/2022 22:57	<u>202200119269</u>	CWEL	12701 SHAKER BLVD CLEV,503
5/1/2022 20:06	<u>202200120111</u>	FASX	12701 SHAKER BLVD CLEV,802
6/4/2022 13:19	<u>202200157087</u>	ASX	12701 SHAKER BLVD CLEV,303
6/4/2022 21:34	<u>202200157543</u>	ASTC	12701 SHAKER BLVD CLEV,303
6/5/2022 11:24	<u>202200158076</u>	FRAU	12701 SHAKER BLVD CLEV,303
6/13/2022 7:54	<u>202200166319</u>	BLOC	12701 SHAKER BLVD CLEV
6/27/2022 19:59	<u>202200182938</u>	WPN1	12701 SHAKER BLVD CLEV
6/27/2022 20:03	<u>202200182943</u>	FIT	12701 SHAKER BLVD CLEV,303
6/27/2022 22:00	<u>202200183047</u>	PC	12701 SHAKER BLVD CLEV
7/15/2022 14:34	<u>202200202747</u>	SUCX	12701 SHAKER BLVD CLEV,604
7/24/2022 21:14	<u>202200213024</u>	SA	12701 SHAKER BLVD CLEV
8/3/2022 14:07	<u>202200223523</u>	CWEL	12701 SHAKER BLVD CLEV,508A
8/11/2022 22:11	<u>202200233015</u>	SUCX	12701 SHAKER BLVD CLEV,508A
9/6/2022 14:06	<u>202200260735</u>	INFC	12701 SHAKER BLVD CLEV
9/8/2022 9:28	<u>202200262787</u>	THTX	12701 SHAKER BLVD CLEV,603

9/17/2022 0:18	<u>202200272584</u>	CDX	12701 SHAKER BLVD CLEV,216
9/21/2022 7:49	<u>202200277208</u>	ARST	12701 SHAKER BLVD CLEV



DATE/TIME	EVENT	TYPE	LOCATION
10/7/2021 8:00	<u>202100310075</u>	GTV	12600 SHAKER BLVD CLEV,601A: @SHAKER PRESIDENTIAL APTS
10/8/2021 10:12	<u>202100311266</u>	INFC	12600 SHAKER BLVD CLEV,601A: @SHAKER PRESIDENTIAL APTS
10/16/2021 12:44	<u>202100320496</u>	PCX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/17/2021 12:21	<u>202100321445</u>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/19/2021 1:45	<u>202100322954</u>	SPOT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/26/2021 7:06	<u>202100330155</u>	RC1	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 203
10/28/2021 12:36	<u>202100332528</u>	PE	12600 SHAKER BLVD CLEV,609: @SHAKER PRESIDENTIAL APTS
11/11/2021 22:15	<u>202100347276</u>	TFC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
12/3/2021 11:56	<u>202100367607</u>	DVX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,706A
1/16/2022 13:36	<u>202200013756</u>	CWEL	12600 SHAKER BLVD CLEV,307: @SHAKER PRESIDENTIAL APTS
1/17/2022 11:56	<u>202200014565</u>	CWEL	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 307
1/18/2022 2:22	<u>202200015190</u>	WPN1	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
1/21/2022 23:40	<u>202200019283</u>	THT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,807
1/22/2022 21:17	<u>202200020102</u>	SLMP	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
1/23/2022 22:11	<u>202200020985</u>	ENA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 202
2/8/2022 15:27	<u>202200036524</u>	SA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,705
2/12/2022 2:06	<u>202200040071</u>	PEX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 801
2/12/2022 2:44	<u>202200040091</u>	SA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 801
2/16/2022 18:39	<u>202200044454</u>	NVFT	12600 SHAKER BLVD CLEV,206: @SHAKER PRESIDENTIAL APTS
3/5/2022 0:57	<u>202200060393</u>	TRUN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
3/5/2022 4:51	<u>202200060510</u>	CDX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,807
3/5/2022 10:53	<u>202200060696</u>	PC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,201
3/7/2022 10:56	<u>202200062886</u>	PE	12600 SHAKER BLVD CLEV: 807 @SHAKER PRESIDENTIAL APTS
4/6/2022 16:32	<u>202200093651</u>	THFT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 202
4/22/2022 17:38	<u>202200110246</u>	PV	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
5/21/2022 0:56	<u>202200141086</u>	TRUN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
5/27/2022 4:38	<u>202200147815</u>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS

5/27/2022 4:45	<u>202200147822</u>	BCST	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
6/24/2022 7:22	<u>202200179153</u>	DVX	12600 SHAKER BLVD CLEV,205: @SHAKER PRESIDENTIAL APTS
6/24/2022 8:29	<u>202200179194</u>	REPT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
7/15/2022 10:42	<u>202200202530</u>	NVFT	12600 SHAKER BLVD CLEV,2088: @SHAKER PRESIDENTIAL APTS
7/21/2022 15:51	<u>202200209380</u>	SUCT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
7/24/2022 11:00	<u>202200212553</u>	DVX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,208
8/10/2022 19:06	<u>202200231705</u>	SUCT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
8/18/2022 22:44	<u>202200240461</u>	SUCT	12600 SHAKER BLVD CLEV,706A: @SHAKER PRESIDENTIAL APTS
8/24/2022 22:34	<u>202200246962</u>	DVX	12600 SHAKER BLVD CLEV,208: @SHAKER PRESIDENTIAL APTS
8/25/2022 22:15	<u>202200248091</u>	DPPU	12600 SHAKER BLVD CLEV,208A: @SHAKER PRESIDENTIAL APTS
9/9/2022 13:48	<u>202200264206</u>	INFN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
9/14/2022 14:01	<u>202200269735</u>	CWEL	12600 SHAKER BLVD CLEV,706: @SHAKER PRESIDENTIAL APTS
9/16/2022 11:38	<u>202200271851</u>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
9/17/2022 21:58	<u>202200273569</u>	THFT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,704
9/28/2022 15:07	<u>202200284630</u>	MTLV	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,403A
9/28/2022 23:55	<u>202200285064</u>	PC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 301
9/30/2022 11:17	<u>202200286521</u>	TRUN	12600 SHAKER BLVD CLEV,208: @SHAKER PRESIDENTIAL APTS
10/4/2022 23:36	<u>202200291125</u>	SUCX	12600 SHAKER BLVD CLEV,603A
10/10/2022 12:47	<u>202200296721</u>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS



DATE/TIME	EVENT	TYPE	LOCATION
11/2/2021 21:19	<u>202100338177</u>	TRUN	12500 SHAKER BLVD CLEV,605
11/20/2021 19:57	<u>202100355989</u>	DVX	12500 SHAKER BLVD CLEV,101B
11/20/2021 20:42	<u>202100356012</u>	DVX	12500 SHAKER BLVD CLEV,101B
11/23/2021 20:25	<u>202100358915</u>	MNTL	12500 SHAKER BLVD CLEV,605
11/24/2021 23:25	<u>202100360021</u>	CDX	12500 SHAKER BLVD CLEV,209
11/30/2021 18:33	<u>202100364903</u>	CDX	12500 SHAKER BLVD CLEV
12/8/2021 18:54	<u>202100372740</u>	ANIV	12500 SHAKER BLVD CLEV,602
12/16/2021 16:06	<u>202100380290</u>	AS	12500 SHAKER BLVD CLEV,801B
1/19/2022 13:37	<u>202200016754</u>	RFS	12500 SHAKER BLVD CLEV
1/25/2022 3:17	<u>202200022055</u>	PV	12500 SHAKER BLVD CLEV
2/1/2022 12:15	<u>202200029173</u>	MPHC	12500 SHAKER BLVD CLEV,806B
2/7/2022 10:52	<u>202200035173</u>	PV	12500 SHAKER BLVD CLEV
2/8/2022 10:38	<u>202200036217</u>	THFT	12500 SHAKER BLVD CLEV,705
2/9/2022 11:05	<u>202200037307</u>	PROB	12500 SHAKER BLVD CLEV,806
2/10/2022 5:28	<u>202200038140</u>	PCX	12500 SHAKER BLVD CLEV
2/12/2022 19:56	<u>202200040703</u>	THFT	12500 SHAKER BLVD CLEV
2/16/2022 13:12	<u>202200044103</u>	MPHC	12500 SHAKER BLVD CLEV,806B
2/18/2022 10:12	<u>202200046031</u>	INFN	12500 SHAKER BLVD CLEV,806B
2/18/2022 10:16	<u>202200046036</u>	BLOC	12500 SHAKER BLVD CLEV
2/18/2022 18:51	<u>202200046465</u>	MPR	12500 SHAKER BLVD CLEV,806-B
2/20/2022 4:22	<u>202200047884</u>	DIST	12500 SHAKER BLVD CLEV
2/21/2022 3:32	<u>202200048725</u>	TRUN	12500 SHAKER BLVD CLEV,609B
3/5/2022 18:54	<u>202200061108</u>	PFD	12500 SHAKER BLVD CLEV,804B
3/13/2022 23:29	<u>202200069277</u>	SHOT	12500 SHAKER BLVD CLEV,603
3/13/2022 23:36	<u>202200069284</u>	SHOT	12500 SHAKER BLVD CLEV
3/13/2022 23:51	<u>202200069290</u>	DIST	12500 SHAKER BLVD CLEV,806
3/21/2022 9:36	<u>202200076883</u>	HS	12500 SHAKER BLVD CLEV,L1B
3/27/2022 6:50	<u>202200082940</u>	DVX	12500 SHAKER BLVD CLEV,806B
3/29/2022 12:15	<u>202200084899</u>	DVX	12500 SHAKER BLVD CLEV,L6D
4/8/2022 19:37	<u>202200095985</u>	PV	12500 SHAKER BLVD CLEV
4/14/2022 16:30	<u>202200102199</u>	PV	12500 SHAKER BLVD CLEV
4/23/2022 7:49	<u>202200110802</u>	RFS	12500 SHAKER BLVD CLEV
4/27/2022 13:46	<u>202200115539</u>	RC1	12500 SHAKER BLVD CLEV
4/28/2022 14:22	<u>202200116679</u>	THFT	12500 SHAKER BLVD CLEV,401
5/1/2022 21:07	<u>202200120160</u>	PV	12500 SHAKER BLVD CLEV
5/17/2022 17:59	<u>202200137398</u>	RFS	12500 SHAKER BLVD CLEV
5/18/2022 20:40	<u>202200138671</u>	MPHC	12500 SHAKER BLVD CLEV,806
5/18/2022 23:26	<u>202200138788</u>	NFH	12500 SHAKER BLVD CLEV
5/21/2022 11:22	<u>202200141481</u>	RC1	12500 SHAKER BLVD CLEV,504
5/21/2022 17:38	<u>202200141818</u>	THT	12500 SHAKER BLVD CLEV,407
5/23/2022 19:24	<u>202200144033</u>	THFT	12500 SHAKER BLVD CLEV,504
5/28/2022 15:48	<u>202200149294</u>	DMG	12500 SHAKER BLVD CLEV,805B
5/31/2022 12:45	<u>202200152458</u>	RC1	12500 SHAKER BLVD CLEV,401

6/9/2022 8:15	<u>202200162033</u>	MPA	12500 SHAKER BLVD CLEV,806B
6/9/2022 21:43	<u>202200162843</u>	MPR	12500 SHAKER BLVD CLEV,806B
6/24/2022 20:11	<u>202200179817</u>	CDX	12500 SHAKER BLVD CLEV,705
6/25/2022 9:25	<u>202200180380</u>	ASTC	12500 SHAKER BLVD CLEV,705
6/25/2022 14:29	<u>202200180626</u>	ASTC	12500 SHAKER BLVD CLEV,705
6/27/2022 10:14	<u>202200182430</u>	CDX	12500 SHAKER BLVD CLEV,705
7/2/2022 8:28	<u>202200187798</u>	PC	12500 SHAKER BLVD CLEV,603
8/6/2022 18:07	<u>202200227242</u>	PV	12500 SHAKER BLVD CLEV
8/30/2022 12:07	<u>202200252970</u>	PV	12500 SHAKER BLVD CLEV
8/31/2022 17:37	<u>202200254459</u>	PC	12500 SHAKER BLVD CLEV,705B
8/31/2022 21:47	<u>202200254741</u>	SPOT	12500 SHAKER BLVD CLEV
9/1/2022 15:49	<u>202200255546</u>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 7:05	<u>202200256227</u>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 9:09	<u>202200256324</u>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 9:56	<u>202200256356</u>	HS	12500 SHAKER BLVD CLEV
9/4/2022 11:49	<u>202200258756</u>	INFC	12500 SHAKER BLVD CLEV,705B
9/4/2022 14:46	<u>202200258865</u>	INFC	12500 SHAKER BLVD CLEV,705B
9/22/2022 23:08	<u>202200279125</u>	PV	12500 SHAKER BLVD CLEV
10/5/2022 18:34	<u>202200291977</u>	ANI	12500 SHAKER BLVD CLEV,304



[illegible]

**Rule 45. Subpoena**

**(C) Protection of persons subject to subpoenas.**

**(1)** A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.

**(2) (a)** A person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing, or trial.

**(b)** Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce, may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.

**(3)** On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following:

**(a)** Fails to allow reasonable time to comply;

**(b)** Requires disclosure of privileged or otherwise protected matter and no exception or waiver applies;

**(c)** Requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described by Civ.R. 26(B)(4), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by that expert that was not made at the request of any party;

**(d)** Subjects a person to undue burden.

**(4)** Before filing a motion pursuant to division (C)(3)(d) of this rule, a person resisting discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C)(3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.

**(5)** If a motion is made under division (C)(3)(c) or (C)(3)(d) of this rule, the court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated.



**(D) Duties in responding to subpoena.**

**(1)** A person responding to a subpoena to produce documents shall, at the person's option, produce them as they are kept in the usual course of business or organized and labeled to correspond with the categories in the subpoena. A person producing documents or electronically stored information pursuant to a subpoena for them shall permit their inspection and copying by all parties present at the time and place set in the subpoena for inspection and copying.

**(2)** If a request does not specify the form or forms for producing electronically stored information, a person responding to a subpoena may produce the information in a form or forms in which the information is ordinarily maintained if that form is reasonably useable, or in any form that is reasonably useable. Unless ordered by the court or agreed to by the person subpoenaed, a person responding to a subpoena need not produce the same electronically stored information in more than one form.

**(3)** A person need not provide discovery of electronically stored information when the production imposes undue burden or expense. On motion to compel discovery or for a protective order, the person from whom electronically stored information is sought must show that the information is not reasonably accessible because of undue burden or expense. If a showing of undue burden or expense is made, the court may nonetheless order production of electronically stored information if the requesting party shows good cause. The court shall consider the factors in Civ. R. 26(B)(4) when determining if good cause exists. In ordering production of electronically stored information, the court may specify the format, extent, timing, allocation of expenses and other conditions for the discovery of the electronically stored information.

**(4)** When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**(5)** If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a receiving party must promptly return, sequester, or destroy the specified information and any copies within the party's possession, custody or control. A party may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim of privilege or of protection as trial-preparation material. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

**AFFIDAVIT OF SERVICE OF SUBPOENA  
BY PRIVATE PERSON OR ATTORNEY  
RULES CIVIL PROCEDURE  
RULE 45 (C)**

STATE OF OHIO }  
CUYAHOGA COUNTY } ss.  
CITY OF CLEVELAND }

\_\_\_\_\_ Being duly  
sworn says that on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_ he served this  
subpoena on the within named \_\_\_\_\_

\_\_\_\_\_ by:

\_\_\_\_\_ Personal Service

\_\_\_\_\_ Leaving a copy at his/her usual place  
or residence with \_\_\_\_\_  
\_\_\_\_\_ of suitable age and  
discretion residing therein.

\_\_\_\_\_ Not found.

Sworn to before me and subscribed in my presence  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TITLE

AMT. FEE PAID \$ \_\_\_\_\_

**CLEVELAND MUNICIPAL COURT**

CITY OF CLEVELAND

vs.  
SHAKER HEIGHTS APARTMENTS OWNER LLC ET AL.

**SUBPOENA**

No. of Case 2023CVH002772

Filed \_\_\_\_\_, 20\_\_\_\_

Subpoena Issued \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Attorney.

Received \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
M.

\_\_\_\_\_  
Bailiff.

**RETURNED AND FILED**

\_\_\_\_\_, 20\_\_\_\_

THE STATE OF OHIO }  
CUYAHOGA COUNTY } ss.  
CITY OF CLEVELAND }

**BAILIFF'S FEES**

Service on \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ Cop \_\_\_\_\_

\_\_\_\_\_ Miles Travel \_\_\_\_\_

Return \_\_\_\_\_

AMT. FEE PAID \$ \_\_\_\_\_ \$ \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I served this Subpoena on the within named.

\_\_\_\_\_, Bailiff

By \_\_\_\_\_ Deputy Bailiff



23-03328

**IN THE CLEVELAND MUNICIPAL HOUSING COURT  
CUYAHOGA COUNTY, OHIO**

CITY OF CLEVELAND

Plaintiff,

vs.

SHAKER HEIGHTS APARTMENTS OWNER, LLC,  
ET AL.

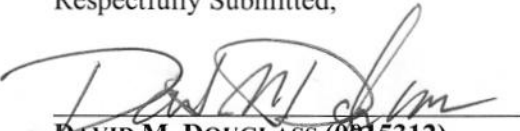
Defendants.

) CASE NO. 2023-CVH-002772  
) JUDGE W. MONA SCOTT  
)  
)  
)

) **NOTICE OF FILING STATUS**  
) **OF SERVICE OF COMPLAINT**  
) **FOR PUBLIC NUISANCE**  
) **ABATEMENT, INJUNCTIVE**  
) **RELIEF, & RECEIVERSHIP**  
) **(R.C. §3767.41)**

Now comes, Plaintiff, by and through counsel who hereby gives Notice to this Honorable Court of the status of Service of the Complaint for Public Nuisance Abatement, Injunctive Relief, & Receivership (R.C. §3767.41) filed March 6, 2023 by Counsel for Plaintiff served via Federal Express and via Certified Mail by the Cleveland Municipal Court. A spreadsheet as to the service issued and service dates are attached as Exhibit "1".

Respectfully Submitted,



DAVID M. DOUGLASS (0015312)

SEAN F. BERNEY (0058608)

MICHAEL E. REARDON (0062389)

ZACHARIAH S. GERMANIUK (0090109)

**DOUGLASS & ASSOCIATES Co., L.P.A.**

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Cleveland, OH 44135

(216) 362-7777

Fax No. (216) 362-4160

E-Mail: d.douglass@douglasslaw.com

z.germaniuk@douglasslaw.com

*Attorneys for Plaintiff*

EARLE B. TURNER CLERK  
CLEVELAND MUNICIPAL COURT  
FILE DATE

2023 MAR 21 PM 4:11

#6

**CERTIFICATE OF SERVICE**

A copy of the foregoing Notice of Service has been sent by regular U.S. mail, postage prepaid, this March 21, 2023 to:

Shaker Heights Apartments Owner, LLC  
c/o its Statutory Agent  
National Registered Agents, Inc.  
4400 Easton Commons Way, Suite 125  
Columbus, Ohio 43219

Shaker Heights Member, LLC  
1209 Orange Street  
Wilmington, DE 19801

Michael Chetrit  
512 7<sup>th</sup> Avenue, 16<sup>th</sup> Floor  
New York, NY 10018

Metropolitan Commercial Bank  
99 Park Avenue  
New York, NY 10018

Danielle Holifield aka Danielle Nickerson  
20710 Chagrin Blvd.  
Shaker Heights, Ohio 44122

E&M Management, LLC  
6200 Biltmore Avenue  
Baltimore, MD 21215

Eli Weiss aka Eliezer Weiss of  
E&M Management, LLC  
1402 Avenue K, Apt. 2P  
Brooklyn, NY 11230

Mordecai Weiss aka Morty Weiss of  
E&M Management, LLC  
734 W. 68<sup>th</sup> Street  
Shreveport, LA 71106



Yaacov Amar  
400 E. 84<sup>th</sup> Street, Apt. 40C  
New York, NY 10028

Phillip Barragate, Esq.  
4805 Montgomery Road, Suite 320  
Norwood, Ohio 45212  
E-mail: [pbarragate@logs.com](mailto:pbarragate@logs.com)  
*Attorney for Defendant*  
*New York Community Bank*

Marbelle Industries, Inc.  
B&H Coin Laundry Service  
Attn: Tamara J. Hrynik  
21639 Miles Road #4  
Cleveland, OH 44128

Brent Delewski  
6700 Queens Way  
North Royalton, OH 44133

K Kern Painting, LLC  
211 N. Reynolds Road  
Toledo, Ohio 43615

K Kern Painting, LLC  
c/o Kenzy A. Kern, Stat Agent  
T-839 County Road 15B  
Napoleon, Ohio 43545

AAA Staffing, LLC  
21366 Provincial Blvd.  
Katy, TX 77450

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*Attorney for Defendant*  
*Cuyahoga County Treasurer*

State of Ohio Department of Taxation  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

Attorney General of the State of Ohio  
30 East Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

Ohio Bureau of Workers' Compensation  
30 W. Spring Street  
Columbus, Ohio 43215

Ohio Department of Job & Family Services  
30 E. Broad Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

A handwritten signature in black ink, appearing to read "David M. Douglass", is written over a horizontal line.

**DAVID M. DOUGLASS (0015312)**

**SEAN F. BERNEY (0058608)**

**MICHAEL E. REARDON (0062389)**

**ZACHARIAH S. GERMANIUK (0090109)**

**DOUGLASS & ASSOCIATES Co., L.P.A.**

*Attorneys for Plaintiff*



City of Cleveland v. Shaker Heights Apartments Owner LLC, et al. 2023-CVH-002772 12500-12600 and 12701 Shaker Blvd Plaintiff City of Cleveland's Service List for Complaint for Public Nuisance Abatement, Injunctive Relief, & Receivership (R.C. §3767.41)				
Defendant	D&A Fed Ex No.	D&A Fed Ex Service Date	Cleveland Municipal Court Certified Mail Service-Date	/
SHAKER HEIGHTS APARTMENTS OWNER LLC c/o its Statutory Agent National Registered Agents, Inc. 4400 Easton Common Way, Suite 125 Columbus, Ohio 43219	771486287201	3/7/2023	3/13/2023	
Shaker Heights Member, LLC 1209 Orange Street Wilmington, DE 19801	771483468100	3/8/2023	3/20/2023	
Michael Chetrit 512 7th Avenue, 16th Floor New York, NY 10018	771483497036	3/8/2023	3/14/2023	
METROPOLITAN COMMERCIAL BANK 99 Park Avenue New York, New York, 10018	771483543407	3/8/2023	Not Served	
DANIELLE HOLIFIELD AKA DANIELLE NICKERSON 20710 Chagrin Blvd. Shaker Heights, Ohio 44122	771483569484	3/7/2023	3/13/2023	
E&M MANAGEMENT, LLC 6200 Biltmore Avenue Baltimore, MD 21215	771484715762	3/9/2023	Not Served	
Eli Weiss aka Ellezer Weiss of E&M Management, LLC 1402 Avenue K Apt. 2P Brooklyn, NY 11230	771484774897	3/8/2023	3/14/2023	
Mordecai Weiss aka Morty Weiss of E&M Management, LLC 734 W. 68th Street Shreveport, LA 71106	771484812825	3/13/2023	3/17/2023	

<b>Yaacov Amar</b> c/o First Choice Investments LLC 420 Madison Avenue, Suite 1001 New York, NY 10017	771484849524 771552369048	Moved-being returned to D&A	Not Served
<b>Yaacov Amar</b> 400 E. 84th Street, Apt. 40C New York, NY 10028			
<b>NEW YORK COMMUNITY BANK</b> Attn: Loan Servicing LN#290718140 NYCB Plaza 102 Duffy Avenue, 3rd Floor Hicksville, NY 11801	771484875267	3/8/2023	3/15/2023
<b>MARBELLE INDUSTRIES, INC.</b> B&H COIN LAUNDRY SERVICE Attn: Tamara J. Hrynik 21639 Miles Road #4 Cleveland, Ohio 44128	771484927853	3/7/2023	Not Served
<b>BRENT DELEWSKI</b> 6700 Queens Way North Royalton, Ohio 44133	771484946528	3/7/2023	3/13/2023
<b>K KERN PAINTING, LLC</b> 211 N. Reynolds Road Toledo, Ohio 43615	771485019570	3/8/2023	3/17/2023
<b>K KERN PAINTING, LLC</b> c/o Kenzy A. Kern, Statutory Agent T-839 County Road 15B Napoleon, Ohio 43545	771484987068	3/8/2023	3/15/2023
<b>AAA STAFFING, LLC</b> 21366 Provincial Boulevard Katy, Texas 77450	771485080021	3/8/2023	3/16/2023
<b>CUYAHOGA COUNTY TREASURER</b> 2079 East 9th Street Cleveland, Ohio 44115 (216) 443-7400	771485123326	3/7/2023	3/13/2023
<b>STATE OF OHIO</b> <b>DEPARTMENT OF TAXATION</b> 30 East Broad Street, 22nd Floor Columbus, Ohio 43215	771485155619	3/7/2023	3/16/2023



ATTORNEY GENERAL OF THE STATE OF OHIO 30 East Broad Street, 22nd Floor Columbus, Ohio 43215	771485181741	3/7/2023	3/15/2023
OHIO BUREAU OF WORKERS COMPENSATION 30 West Spring Street Columbus, Ohio 43215	771485199765	3/7/2023	3/15/2023
OHIO DEPARTMENT OF JOB & FAMILY SERVICES 30 East Broad Street, 22nd Floor Columbus, Ohio 43215	771485229327	3/7/2023	3/15/2023
US TREASURY DEPARTMENT- INTERNAL REVENUE SERVICE 1111 Constitution Avenue, NW Washington, D.C., 20224	771485247142	3/8/2023	N/A. Dismissed by City.
OFFICE OF UNITED STATES ATTORNEY 801 West Superior Avenue, Suite 400 Cleveland, Ohio 44113	771485282269	3/7/2023	N/A. Dismissed by City.